

VOLUME II OF II, PAGES A449 TO A982

Miscellaneous Docket No. _____

**United States Court of Appeals
for the Federal Circuit**

IN RE TWITTER, INC., APPLE INC., MOTOROLA MOBILITY LLC,
HTC CORPORATION, HTC AMERICA, INC., LG ELECTRONICS, INC.,
LG ELECTRONICS U.S.A., INC., and
LG ELECTRONICS MOBILECOMM U.S.A., INC.,

Petitioners.

*On Petition for Writ of Mandamus to the United States District Court
for the Northern District of Texas, Wichita Falls Division
Case Nos. 7:14-cv-00014-O and 7:14-cv-00106-O
Honorable Reed O'Connor*

**APPENDIX IN SUPPORT OF PETITION
FOR WRIT OF MANDAMUS**

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Hotels Flights Vacation Packages Cars Cruises Deals Activities New Welcome Credit Card

[Change search](#) Seoul (SEL) to San Francisco, CA (SFO) Mon, Jun 9, 2014

LOWEST PRICE
\$869.70

	China Eastern Airlines	China Southern Airlines	Multiple Airlines	American Airlines	Japan Airlines	Hawaiian Airlines	US Airways	Air Canada
Non-stop								
1+ stops	\$869.70	\$869.70	\$869.70	\$1,069.33	\$1,069.80	\$1,185.30	\$1,295.20	\$1,348.31

Refine Results

Select flight times

Outbound
Take-off: Mon 12:15 AM - Tue 12:00 AM

[Show landing time](#)

Select stops

Any
Non-stop \$1,358
1 stop \$869
2+ stops \$865

Select price range

Any
\$869-\$1,090 (43)
\$1,090-\$1,390 (45)
\$1,390-\$1,370 (43)
\$1,370-\$1,640 (78)
\$1,640-\$2,090 (59)
\$2,090-\$5,140 (39)

Select airlines

Any
Multiple Airlines \$865
Air Canada \$1,348
Air China \$1,728
All Nippon Airways \$1,599
American Airlines \$1,068
Asiana Airlines \$1,358
British Airways \$3,010
Cathay Pacific \$1,987
China Airlines \$1,515
China Eastern Airlines \$869

[See all](#)

Matching Results: 307 **Sort by:** Shortest Flight

Additional baggage fees may apply.

Flight 1

\$1,358.30
Total cost
FREE Cancel
[Select](#)

Leave Mon, Jun 9
4:30 PM Seoul [SEL](#)
10:45 AM San Francisco [SFO](#)
non-stop 10hr 15min
7 Asiana Airlines 212

[Flight details](#)

Earn \$13.58 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

Flight 2

\$2,251.30
Total cost
FREE Cancel
[Select](#)

Leave Mon, Jun 9
4:30 PM Seoul [SEL](#)
10:45 AM San Francisco [SFO](#)
non-stop 10hr 15min
United Airlines 7979
Flight 7979 Operated by Asiana Airlines

[Flight details](#)

Earn \$22.51 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

Flight 3

\$1,358.33
Total cost
FREE Cancel
[Select](#)

Leave Mon, Jun 9
5:30 PM Seoul [SEL](#)
12:00 PM San Francisco [SFO](#)
non-stop 10hr 30min
Korean Air 23

[Flight details](#)

Earn \$13.58 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

Flight 4

\$1,358.30
Total cost
FREE Cancel
[Select](#)

Leave Mon, Jun 9
4:36 PM Seoul [SEL](#)
11:25 AM San Francisco [SFO](#)
non-stop 10hr 50min
7 Asiana Airlines 6814
Flight 6814 Operated by United Airlines

[Flight details](#)

Earn \$13.58 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

Flight 5

\$1,895.30
Total cost
FREE Cancel
[Select](#)

Leave Mon, Jun 9
5:50 PM Seoul [SEL](#)
12:40 PM San Francisco [SFO](#)
non-stop 10hr 50min
Singapore Airlines 18
[Seat map](#)

[Flight details](#)

APPX205

 Earn **\$18.95**  ORBITZ REWARDS Earn **\$20** in bonus Orbucks

[Flight details](#)

\$1,961.30
Total cost
FREE Cancel
[Select](#)

Leave Mon, Jun 9
4:35 PM
Seoul  11:25 AM
San Francisco  non-stop
10hr 50min  United Airlines 892
Seat map

 Earn **\$19.61**  ORBITZ REWARDS Earn **\$20** in bonus Orbucks

[Flight details](#)

\$1,087.41
Total cost
FREE Cancel
[Select](#)

Leave Mon, Jun 9
8:55 PM
Seoul  5:25 PM
San Francisco  1 stop
12hr 30min  Korean Air 718
American Airlines 8401
Seat map

Change of airlines.
Flight 8401 Operated by Japan Airlines

 Earn **\$10.87**  ORBITZ REWARDS Earn **\$20** in bonus Orbucks

[Flight details](#)

\$1,080.60
Total cost
FREE Cancel
[Select](#)


Leave Mon, Jun 9
8:55 PM
Seoul  5:25 PM
San Francisco  1 stop
12hr 30min  Japan Airlines 5256
American Airlines 8401
Seat map

Change of airlines.
Flight 5256 Operated by Korean Air
Flight 8401 Operated by Japan Airlines

 Earn **\$10.91**  ORBITZ REWARDS Earn **\$20** in bonus Orbucks

[Flight details](#)

\$4,298.80
Total cost
FREE Cancel
[Select](#)

Leave Mon, Jun 9
8:55 PM
Seoul  5:25 PM
San Francisco  1 stop
12hr 30min  Japan Airlines 5256 / 2
Seat map

Flight 5256 Operated by Korean Air

 Earn **\$42.99**  ORBITZ REWARDS Earn **\$20** in bonus Orbucks

[Flight details](#)

\$2,305.40
Total cost
FREE Cancel
[Select](#)

Leave Mon, Jun 9
8:08 PM
Seoul  5:25 PM
San Francisco  1 stop
13hr 20min  All Nippon Airways 1168
American Airlines 8401
Seat map

Change of airlines.
Flight 8401 Operated by Japan Airlines

 Earn **\$23.05**  ORBITZ REWARDS Earn **\$20** in bonus Orbucks

[Flight details](#)

\$1,087.40
Total cost
FREE Cancel
[Select](#)

Leave Mon, Jun 9
8:00 PM
Seoul  5:25 PM
San Francisco  1 stop
13hr 25min  Asiana Airlines 1065
American Airlines 8401
Seat map

Change of airlines.
Flight 8401 Operated by Japan Airlines

 Earn **\$10.87**  ORBITZ REWARDS Earn **\$20** in bonus Orbucks

Act Fast! Only **1 ticket** left at this price!

[Flight details](#)

APPX206

\$2,303.89 Total cost FREE Cancel <input type="button" value="Select"/>	Leave Mon, Jun 9 2:00 PM Seoul	11:25 AM San Francisco	1 stop 13hr 25min	Japan Airlines 854 United Airlines 852 Seat map
Change of airlines.				
Earn \$23.04 ORBITZ REWARDS Earn \$20 in bonus Orbucks				

\$1,604.70 Total cost FREE Cancel <input type="button" value="Select"/>	Leave Mon, Jun 9 11:40 AM Seoul	9:25 AM San Francisco	1 stop 13hr 45min	United Airlines 78 All Nippon Airways 7012 Seat map
Change of airlines. Flight 7012 Operated by United Airlines				
Earn \$16.05 ORBITZ REWARDS Earn \$20 in bonus Orbucks				

\$1,607.70 Total cost FREE Cancel <input type="button" value="Select"/>	Leave Mon, Jun 9 11:40 AM Seoul	9:25 AM San Francisco	1 stop 13hr 45min	All Nippon Airways 7048 / 7012 Seat map
Flight 7048 / 7012 Operated by United Airlines				
Earn \$16.08 ORBITZ REWARDS Earn \$20 in bonus Orbucks				

\$1,976.70 Total cost FREE Cancel <input type="button" value="Select"/>	Leave Mon, Jun 9 11:40 AM Seoul	9:25 AM San Francisco	1 stop 13hr 45min	United Airlines 78 / 838 Seat map
Earn \$19.77 ORBITZ REWARDS Earn \$20 in bonus Orbucks				

\$2,088.30 Total cost FREE Cancel <input type="button" value="Select"/>	Leave Mon, Jun 9 6:20 PM Seoul	4:06 PM San Francisco	1 stop 13hr 46min	Korean Air 19 Delta Air Lines 5738 Seat map
Change of airlines. Flight 5738 Operated by COMPASS DBA DELTA CONNECTION				
Earn \$20.88 ORBITZ REWARDS Earn \$20 in bonus Orbucks				

Act Fast! Only **2 tickets** left at this price!

\$1,365.30 Total cost FREE Cancel <input type="button" value="Select"/>	Leave Mon, Jun 9 6:20 PM Seoul	4:20 PM San Francisco	1 stop 14hr 0min	Korean Air 19 Alaska Airlines 316 Seat map
Change of airlines.				
Earn \$13.65 ORBITZ REWARDS Earn \$20 in bonus Orbucks				

\$1,365.33 Total cost FREE Cancel	Leave Mon, Jun 9 6:20 PM Seoul	4:20 PM San Francisco	1 stop 14hr 0min	Korean Air 19 / 5115
Flight 5115 Operated by Alaska Airlines				

Earn **\$13.65** **ORBITZ REWARDS** Earn **\$20** in bonus Orbucks

[Flight details](#)

\$1,068.80
Total cost
FREE Cancel

Leave Mon, Jun 9
7:15 PM
Seoul

5:25 PM
San Francisco

1 stop
14hr 10min

Japan Airlines 94 / 2
[Seat map](#)

Earn **\$10.69** **ORBITZ REWARDS** Earn **\$20** in bonus Orbucks

[Flight details](#)

\$1,090.60
Total cost
FREE Cancel

Leave Mon, Jun 9
7:15 PM
Seoul

5:25 PM
San Francisco

1 stop
14hr 10min

Japan Airlines 94
 American Airlines 8401
[Seat map](#)

Change of airlines.
Flight 8401 Operated by Japan Airlines

Earn **\$10.91** **ORBITZ REWARDS** Earn **\$20** in bonus Orbucks

[Flight details](#)

\$4,078.41
Total cost
FREE Cancel

Leave Mon, Jun 9
7:15 PM
Seoul

5:25 PM
San Francisco

1 stop
14hr 10min

Korean Air 5708
 American Airlines 8401
[Seat map](#)

Change of airlines.
Flight 5708 / 8401 Operated by Japan Airlines

Earn **\$40.78** **ORBITZ REWARDS** Earn **\$20** in bonus Orbucks

[Flight details](#)

\$1,639.30
Total cost
FREE Cancel

Leave Mon, Jun 9
4:30 PM
Seoul

2:45 PM
San Francisco

1 stop
14hr 15min

Asiana Airlines 202
 Virgin America 929
[Seat map](#)

Change of airlines.

Earn **\$16.39** **ORBITZ REWARDS** Earn **\$20** in bonus Orbucks

[Flight details](#)

\$1,639.30
Total cost
FREE Cancel

Leave Mon, Jun 9
4:40 PM
Seoul

4:38 PM
San Francisco

1 stop
14hr 15min

Asiana Airlines 272
 United Airlines 1151
[Seat map](#)

Change of airlines.

Earn **\$16.39** **ORBITZ REWARDS** Earn **\$20** in bonus Orbucks

[Flight details](#)

\$2,258.30
Total cost
FREE Cancel

Leave Mon, Jun 9
6:40 PM
Seoul

4:58 PM
San Francisco

1 stop
14hr 15min

United Airlines 7981 / 1151
[Seat map](#)

Flight 7981 Operated by Asiana Airlines

Earn **\$22.58** **ORBITZ REWARDS** Earn **\$20** in bonus Orbucks

[Flight details](#)

\$1,087.41
 Total cost
 FREE Cancel

Leave Mon, Jun 9
 6:50 PM
 Seoul [GMP](#)
 5:25 PM
 San Francisco [SFO](#)
 1 stop
 14hr 35min
 Korean Air 2711
 American Airlines 8401
[Seat map](#)
 Change of airlines.
 Flight 8401 Operated by Japan Airlines

[Earn \\$10.87](#) [ORBITZ REWARDS](#) Earn \$20 in bonus Orbucks

[See 25 more result\(s\)](#)

[Return to top](#) | [Change search](#)

Showing: 25 of 307 results

Prices shown are 'from prices' and are an average per traveler including all airfare taxes and fees and any applicable service fees.

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Exhibit MM

Hotels Flights Vacation Packages Cars Cruises Deals Activities

New!

Welcome

Credit Card

LOWEST PRICE

\$1,006.33

Hide Matrix

	 American Airlines	 US Airways	 Multiple Airlines	 Japan Airlines	 United Airlines	 Hawaiian Airlines	 Singapore Airlines	 Korean Air
1 stop	\$1,006.33	\$1,013.44	\$1,019.29					
2+ stops	\$1,021.67	\$8,041.88	\$1,034.90	\$1,288.10	\$1,888.88	\$2,048.29	\$2,157.28	\$2,472.31

Refine Results

Select flight times

Outbound

Take-off: 7:45 AM - 11:45 PM

[Show landing time](#)

Select stops

Any

1 stop **\$1,008**

2+ stops **\$1,021**

Select price range

Any

\$1,008-\$1,300 (40)

\$1,300-\$1,870 (41)

\$1,870-\$2,480 (39)

\$2,480-\$2,870 (39)

\$2,870-\$3,010 (43)

\$3,010-\$6,120 (72)

Select airlines

Any

Multiple Airlines **\$1,019**

All Nippon Airways **\$6,874**

American Airlines **\$1,008**

Hawaiian Airlines **\$2,049**

Japan Airlines **\$1,288**

Korean Air **\$2,472**

Singapore Airlines **\$2,157**

United Airlines **\$1,888**

US Airways **\$1,013**

Matching Results: 274

Sort by: Shortest Flight

\$1,006.33
Total cost
FREE Cancel
[Select](#)

Mon, Jun 9 Total time: 15hr 20min

Depart 4:50 PM Seoul, South Korea Incheon International Airport (ICN)  American Airlines 280
Economy Boeing 777 6,827 mi | 13hr 5min
[Seat map](#)

Stop 1 3:55 PM Dallas, TX, United States Dallas-Fort Worth Airport (DFW)

Change of planes. Time between flights: 1hr 35min


Depart 5:30 PM Dallas, TX, United States Dallas-Fort Worth Airport (DFW)  American Airlines 3397
Economy Embraer RJ145 118 mi | 0hr 40min
[Seat map](#)

Arrive 6:10 PM Wichita Falls, TX, United States Sheppard AFB (SPS)
Flight 3397 Operated by ENVOY AIR AS AMERICAN EAGLE

 Earn **\$10.06**  ORBITZ REWARDS Earn **\$20** in bonus Orbucks


\$1,019.29
Total cost
FREE Cancel
[Select](#)

Mon, Jun 9 Total time: 15hr 20min



Depart 4:50 PM Seoul, South Korea Incheon International Airport (ICN)  US Airways 280
Economy Boeing 777 6,823 mi | 13hr 5min
[Seat map](#)

Stop 1 3:55 PM Dallas, TX, United States Dallas-Fort Worth Airport (DFW) | Terminal 0

Change of airlines. Time between flights: 1hr 35min
Flight 280 Operated by American Airlines


Depart 5:30 PM Dallas, TX, United States Dallas-Fort Worth Airport (DFW) | Terminal B  American Airlines 3397
Economy Embraer RJ145 112 mi | 0hr 40min
[Seat map](#)

Arrive 6:10 PM Wichita Falls, TX, United States Sheppard AFB (SPS)
Flight 3397 Operated by ENVOY AIR AS AMERICAN EAGLE

 Earn **\$10.19**  ORBITZ REWARDS Earn **\$20** in bonus Orbucks


\$1,290.30
Total cost
FREE Cancel
[Select](#)

Mon, Jun 9 Total time: 15hr 20min



Depart 4:50 PM Seoul, South Korea Incheon International Airport (ICN)  American Airlines 280
Economy Boeing 777 6,823 mi | 13hr 5min
[Seat map](#)

Stop 1 3:55 PM Dallas, TX, United States Dallas-Fort Worth Airport (DFW) | Terminal 0

Change of airlines. Time between flights: 1hr 35min

Depart 5:30 PM Dallas, TX, United States Dallas-Fort Worth Airport (DFW) | Terminal B  US Airways 8197
Economy Embraer RJ145 112 mi | 0hr 40min
[Seat map](#)

Arrive 6:10 PM Wichita Falls, TX, United States Sheppard AFB (SPS)
Flight 8197 Operated by ENVOY AIR AS AMERICAN EAGLE

 Earn **\$12.90**  ORBITZ REWARDS Earn **\$20** in bonus Orbucks

APPX211

\$1,296⁻³⁰
Total cost
FREE Cancel

Select

Mon, Jun 9 **Total time: 15hr 29min**

Depart 4:50 PM	Seoul , South Korea Incheon International Airport (ICN)		US Airways 280
Stop 1 3:55 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal D		Economy Boeing 777 6,823 mi 13hr 5min Seat map

Change of planes. Time between flights: 1hr 35min
Flight 280 Operated by American Airlines

Depart 5:30 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal B		US Airways 8197
Arrive 8:10 PM	Wichita Falls, TX, United States Sheppard AFB (SPS)		Economy Embraer RJ145 112 mi 0hr 40min Seat map

Flight 8197 Operated by BWV OY AIRL AS AMERICAN EAGLE

\$1,006³³
Total cost
FREE Cancel

Mon, Jun 9

Total time: 18hr 0min

Depart 4:50 PM **Seoul , South Korea**
Incheon International Airport (ICN)

Stop 1 3:05 PM **Dallas, TX, United States**
Dallas-Fort Worth Airport (DFW)

American Airlines 280
Economy
Boeing 777
6,627 mi | 13hr 5min
[Seat map](#)



Change of planes. Time between flights: 4hr 10min

Depart 8:05 PM **Dallas, TX, United States**
Dallas-Fort Worth Airport (DFW)

Arrive 8:50 PM **Wichita Falls, TX, United States**
Sheppard AFB (SPS)

American Airlines 3773
Economy
Embraer RJ145
118 mi | 0hr 45min
[Seat map](#)

Flight 3773 Operated by ENVOY AIRLINES AMERICAN EAGLE

<p>\$1,019.29</p> <p>Total cost</p> <p>FREE Cancel</p> <p>Select</p>	<p>Mon, Jun 9</p> <p>Depart 4:50 PM</p> <p>Scout , South Korea Incheon International Airport (ICN)</p> <p>Stop 1 3:55 PM</p> <p>Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal D</p> <p>Change of airlines. Time between flights: 4hr 10min</p> <p>Flight 280 Operated by American Airlines</p>	<p>Total time: 18hr 0min</p>  <p>US Airways 280</p> <p>Economy</p> <p>Boeing 777</p> <p>6,823 mi 13hr 5min</p> <p>Seat map</p>
<p>Earn \$10.19</p>	<p>Depart 8:05 PM</p> <p>Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal B</p> <p>Arrive 8:50 PM</p> <p>Wichita Falls, TX, United States Sheppard AFB (SPS)</p> <p>Flight 3773 Operated by RNVOY AIRLANS AMERICAN EAGLE</p>	 <p>American Airlines 3773</p> <p>Economy</p> <p>Embraer RJ145 On-time: 63%</p> <p>112 mi 0hr 45min</p> <p>Seat map</p>

EARN ORBITZ REWARDS Earn \$20 in bonus Orbucks


\$1,290.30

Total cost

FREE Cancel

Select

Mon, Jun 9

Depart 4:50 PM	Seoul , South Korea Incheon International Airport (ICN)		American Airlines 280
Stop 1 3:55 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal D		Economy Boeing 777 6,823 mi 13hr 5min Seat map

Change of airlines. Time between flights: 4hr 10min


Total time: 18hr 0min

Depart
8:55 PM

Arrive
8:50 PM

Dallas, TX, United States
Dallas-Fort Worth Airport (DFW) | Terminal B

Wichita Falls, TX , United States
Sheppard AFB (SPS)



US Airways 8470

Economy
Embraer RJ145 | On-time: 63%
112 mi | 1hr 45min
[Seat map](#)

Flight 8470 Operated by ENVOY AIRLINES AMERICAN EAGLE

\$1,296³⁰ **Mon, Jun 9** **Total time: 18hr 0min** [Flight details](#)

Case 7:14-cv-00014-O Document 91-4 Filed 06/10/14 Page 10 of 33 PageID 1299

Total cost
FREE Cancel
[Select](#)

Depart 4:50 PM Seoul, South Korea Incheon International Airport (ICN)
Stop 1 3:55 PM Dallas, TX, United States Dallas-Fort Worth Airport (DFW) | Terminal 0
Change of planes. Time between flights: 4hr 10min
Flight 280 Operated by American Airlines

Depart 8:05 PM Dallas, TX, United States Dallas-Fort Worth Airport (DFW) | Terminal B
Arrive 8:50 PM Wichita Falls, TX, United States Sheppard AFB (SPS)
Flight 8470 Operated by ENVOY AIR AS AMERICAN EAGLE

US Airways 280
Economy
Boeing 777
6,623 mi | 13hr 5min
[Seat map](#)

US Airways 8470
Economy
Embraer RJ145 | On-time: 63%
112 mi | 0hr 45min
[Seat map](#)

Earn \$12.96 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

Act Fast! Only [1 ticket](#) left at this price! [Flight details](#)

\$2,847.90
Total cost
FREE Cancel
[Select](#)

Mon, Jun 9 Total time: 18hr 10min

Depart 2:00 PM Seoul, South Korea Incheon International Airport (ICN)
Stop 1 4:25 PM Tokyo, Japan Narita Airport (NRT) | Terminal 2
Change of airlines. Time between flights: 1hr 55min

Depart 8:20 PM Tokyo, Japan Narita Airport (NRT) | Terminal 2
Stop 2 4:05 PM Dallas, TX, United States Dallas-Fort Worth Airport (DFW) | Terminal D
Change of planes. Time between flights: 1hr 25min

Depart 5:30 PM Dallas, TX, United States Dallas-Fort Worth Airport (DFW) | Terminal B
Arrive 8:10 PM Wichita Falls, TX, United States Sheppard AFB (SPS)
Flight 3397 Operated by ENVOY AIR AS AMERICAN EAGLE

Japan Airlines 954
Economy
Boeing 737
780 mi | 2hr 25min
[Seat map](#)

American Airlines 60
Economy
Boeing 777
6,411 mi | 11hr 45min
[Seat map](#)

American Airlines 3397
Economy
Embraer RJ145
112 mi | 0hr 40min
[Seat map](#)

Earn \$28.48 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

Act Fast! Only [1 ticket](#) left at this price! [Flight details](#)

\$3,005.97
Total cost
FREE Cancel
[Select](#)

Mon, Jun 9 Total time: 18hr 10min

Depart 2:00 PM Seoul, South Korea Incheon International Airport (ICN)
Stop 1 4:25 PM Tokyo, Japan Narita Airport (NRT)
Change of planes. Time between flights: 1hr 55min
Flight 8426 Operated by Japan Airlines

Depart 8:20 PM Tokyo, Japan Narita Airport (NRT)
Stop 2 4:05 PM Dallas, TX, United States Dallas-Fort Worth Airport (DFW)
Change of planes. Time between flights: 1hr 25min

Depart 5:30 PM Dallas, TX, United States Dallas-Fort Worth Airport (DFW)
Arrive 8:10 PM Wichita Falls, TX, United States Sheppard AFB (SPS)
Flight 3397 Operated by ENVOY AIR AS AMERICAN EAGLE

American Airlines 8426
Economy
Boeing 737
758 mi | 2hr 25min
[Seat map](#)

American Airlines 60
Economy
Boeing 777
6,437 mi | 11hr 45min
[Seat map](#)

American Airlines 3397
Economy
Embraer RJ145
118 mi | 0hr 40min
[Seat map](#)

Earn \$30.06 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

Act Fast! Only [1 ticket](#) left at this price! [Flight details](#)

\$3,008.90
Total cost
FREE Cancel
[Select](#)

Mon, Jun 9 Total time: 18hr 10min

Depart 2:00 PM Seoul, South Korea Incheon International Airport (ICN)
Stop 1 4:25 PM Tokyo, Japan Narita Airport (NRT) | Terminal 2
Change of airlines. Time between flights: 1hr 55min

Japan Airlines 954
Economy
Boeing 737
780 mi | 2hr 25min
[Seat map](#)

APPX213




Depart 6:20 PM	Tokyo, Japan Narita Airport (NRT) Terminal 2		American Airlines 60 Economy Boeing 777 6,411 mi 11hr 45min Seat map
Stop 2 4:05 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal D		
Change of airlines. Time between flights: 1hr 25min			
<hr/>			
Depart 6:30 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal B		US Airways 8197 Economy Embraer RJ145 112 mi 0hr 40min Seat map
Arrive 8:10 PM	Wichita Falls, TX, United States Sheppard AFB (SPS)		
Flight 8197 Operated by BW/YY AIRLINES AMERICAN EAGLE			



 Earn **\$30.09**  ORBITZ REWARDS Earn **\$20** in bonus Orbucks

Act Fast! Only [1 ticket](#) left at this price!

\$5,891.67
Total cost
FREE Cancel
[Select](#)

Mon, Jun 9 Total time: 18hr 10min




Depart 2:00 PM	Seoul, South Korea Incheon International Airport (ICN)		Korean Air 5703 Economy Boeing 737 759 mi 2hr 25min
Stop 1 4:25 PM	Tokyo, Japan Narita Airport (NRT)		
Change of airlines. Time between flights: 1hr 55min Flight 5703 Operated by Japan Airlines			
<hr/>			
Depart 8:20 PM	Tokyo, Japan Narita Airport (NRT)		American Airlines 60 Economy Boeing 777 6,437 mi 11hr 45min Seat map
Stop 2 4:05 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW)		
Change of planes. Time between flights: 1hr 25min			
<hr/>			
Depart 5:30 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW)		American Airlines 3397 Economy Embraer RJ145 118 mi 0hr 40min Seat map
Arrive 8:10 PM	Wichita Falls, TX, United States Sheppard AFB (SPS)		
Flight 3397 Operated by BW/YY AIRLINES AMERICAN EAGLE			



 Earn **\$50.00**  ORBITZ REWARDS Earn **\$20** in bonus Orbucks

Act Fast! Only [1 ticket](#) left at this price!

\$6,088.89
Total cost
FREE Cancel
[Select](#)

Mon, Jun 9 Total time: 18hr 10min

Depart 2:00 PM	Seoul, South Korea Incheon International Airport (ICN)		Japan Airlines 954 Economy Boeing 737 780 mi 2hr 25min Seat map
Stop 1 4:25 PM	Tokyo, Japan Narita Airport (NRT) Terminal 2		
Change of airlines. Time between flights: 1hr 55min			
<hr/>			
Depart 6:20 PM	Tokyo, Japan Narita Airport (NRT) Terminal 2		US Airways 60 Economy Boeing 777 6,411 mi 11hr 45min Seat map
Stop 2 4:05 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal D		
Change of planes. Time between flights: 1hr 25min Flight 60 Operated by American Airlines			
<hr/>			
Depart 5:30 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal B		US Airways 8197 Economy Embraer RJ145 112 mi 0hr 40min Seat map
Arrive 8:10 PM	Wichita Falls, TX, United States Sheppard AFB (SPS)		
Flight 8197 Operated by BW/YY AIRLINES AMERICAN EAGLE			

 Earn **\$50.00**  ORBITZ REWARDS Earn **\$20** in bonus Orbucks

Act Fast! Only [1 ticket](#) left at this price!

\$6,117.89
Total cost
FREE Cancel
[Select](#)

Mon, Jun 9 Total time: 18hr 10min

Depart 2:00 PM	Seoul, South Korea Incheon International Airport (ICN)		Japan Airlines 954 Economy Boeing 737 780 mi 2hr 25min Seat map
Stop 1 4:25 PM	Tokyo, Japan Narita Airport (NRT) Terminal 2		
Change of airlines. Time between flights: 1hr 55min			




Depart 6:20 PM Stop 2 4:05 PM Change of airlines. Time between flights: 1hr 25min Flight 80 Operated by American Airlines	Tokyo, Japan Narita Airport (NRT) Terminal 2 Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal D Wichita Falls, TX, United States Sheppard AFB (SPS)	 US Airways 80 Economy Boeing 777 6,411 mi 11hr 45min Seat map
Depart 5:30 PM Arrive 6:10 PM Flight 3397 Operated by ENVOY AIR AS AMERICAN EAGLE	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal B Wichita Falls, TX, United States Sheppard AFB (SPS)	 American Airlines 3397 Economy Embraer RJ145 112 mi 0hr 40min Seat map

Earn \$50.00 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

Act Fast! Only **5 tickets** left at this price!

\$2,679.29
Total cost
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Mon, Jun 9 **Total time: 18hr 20min** [Flight details](#)

Depart 4:30 PM Stop 1 10:45 AM Change of airlines. Time between flights: 2hr 15min Flight 7979 Operated by Asiana Airlines	Seoul, South Korea Incheon International Airport (ICN) San Francisco, CA, United States San Francisco Airport (SFO) Terminal I Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal D Wichita Falls, TX, United States Sheppard AFB (SPS)	 United Airlines 7979 Economy Boeing 777 5,842 mi 10hr 15min  American Airlines 193 Economy Boeing 737 On-time: 80% 1,401 mi 3hr 30min Seat map  American Airlines 3773 Economy Embraer RJ145 On-time: 63% 112 mi 0hr 45min Seat map
--	--	--

Earn \$26.79 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

\$2,679.29
Total cost
FREE Cancel
[Select](#)

Mon, Jun 9 **Total time: 18hr 20min** [Flight details](#)

Depart 4:30 PM Stop 1 11:30 AM Change of airlines. Time between flights: 2hr 10min Flight 7975 Operated by Asiana Airlines	Seoul, South Korea Incheon International Airport (ICN) Los Angeles, CA, United States Los Angeles Airport, El Segundo (LAX) Terminal B Los Angeles, CA, United States Los Angeles Airport, El Segundo (LAX) Terminal 4 Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal D Wichita Falls, TX, United States Sheppard AFB (SPS)	 United Airlines 7975 Economy Boeing 747 5,978 mi 11hr 0min  American Airlines 2423 Economy Boeing 757 On-time: 90% 1,231 mi 3hr 5min Seat map  American Airlines 3773 Economy Embraer RJ145 On-time: 63% 112 mi 0hr 45min Seat map
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Earn \$26.79 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

\$2,850.29
Total cost
FREE Cancel
[Select](#)

Mon, Jun 9 **Total time: 18hr 20min** [Flight details](#)

Depart 4:30 PM Stop 1 11:30 AM Change of airlines. Time between flights: 2hr 10min Flight 7975 Operated by Asiana Airlines	Seoul, South Korea Incheon International Airport (ICN) Los Angeles, CA, United States Los Angeles Airport, El Segundo (LAX) Terminal B Los Angeles, CA, United States Los Angeles Airport, El Segundo (LAX) Terminal B	 United Airlines 7975 Economy Boeing 747 5,978 mi 11hr 0min  American Airlines 2423
--	---	---

Depart Los Angeles, CA, United States **American Airlines 2423**




1:40 PM	Los Angeles Airport, El Segundo (LAX) Terminal 4		Economy Boeing 757 On-time: 90% 1,231 mi 3hr 5min Seat map
Stop 2 6:45 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal 0		
Change of airlines. Time between flights: 1hr 20min			
Depart 8:05 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal B		US Airways 8470 Economy Embraer RJ145 On-time: 63% 112 mi 0hr 45min Seat map
Arrive 8:50 PM	Wichita Falls, TX, United States Sheppard AFB (SPS)		
Flight 8470 Operated by ENVOY AIR AS AMERICAN EAGLE			



 Earn \$28.50  ORBITZ REWARDS Earn \$20 in bonus Orbucks

\$2,879.29
Total cost
FREE Cancel
[Select](#)

[Flight details](#)

Mon, Jun 9 Total time: 18hr 20min




Depart 4:30 PM	Seoul, South Korea Incheon International Airport (ICN)		United Airlines 7975 Economy Boeing 747 5,976 mi 11hr 0min
Stop 1 11:30 AM	Los Angeles, CA, United States Los Angeles Airport, El Segundo (LAX) Terminal B		
Change of airlines. Time between flights: 2hr 10min Flight 7975 Operated by Asiana Airlines			
Depart 1:40 PM	Los Angeles, CA, United States Los Angeles Airport, El Segundo (LAX) Terminal 4		US Airways 2423 Economy Boeing 757 On-time: 90% 1,231 mi 3hr 5min Seat map
Stop 2 6:45 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal 0		
Change of planes. Time between flights: 1hr 20min Flight 2423 Operated by American Airlines			
Depart 8:05 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal B		US Airways 8470 Economy Embraer RJ145 On-time: 63% 112 mi 0hr 45min Seat map
Arrive 8:50 PM	Wichita Falls, TX, United States Sheppard AFB (SPS)		
Flight 8470 Operated by ENVOY AIR AS AMERICAN EAGLE			



 Earn \$28.79  ORBITZ REWARDS Earn \$20 in bonus Orbucks

\$2,879.29
Total cost
FREE Cancel
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Mon, Jun 9 Total time: 18hr 20min

Depart 4:30 PM	Seoul, South Korea Incheon International Airport (ICN)		United Airlines 7975 Economy Boeing 747 5,976 mi 11hr 0min
Stop 1 11:30 AM	Los Angeles, CA, United States Los Angeles Airport, El Segundo (LAX) Terminal B		
Change of airlines. Time between flights: 2hr 10min Flight 7975 Operated by Asiana Airlines			
Depart 1:40 PM	Los Angeles, CA, United States Los Angeles Airport, El Segundo (LAX) Terminal 4		US Airways 2423 Economy Boeing 757 On-time: 90% 1,231 mi 3hr 5min Seat map
Stop 2 6:45 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal 0		
Change of airlines. Time between flights: 1hr 20min Flight 2423 Operated by American Airlines			
Depart 8:05 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal B		American Airlines 3773 Economy Embraer RJ145 On-time: 63% 112 mi 0hr 45min Seat map
Arrive 8:50 PM	Wichita Falls, TX, United States Sheppard AFB (SPS)		
Flight 3773 Operated by ENVOY AIR AS AMERICAN EAGLE			

 Earn \$28.79  ORBITZ REWARDS Earn \$20 in bonus Orbucks

\$2,920.29
Total cost
FREE Cancel
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[Flight details](#)

Mon, Jun 9 Total time: 18hr 20min

Depart 4:30 PM	Seoul, South Korea Incheon International Airport (ICN)		United Airlines 7979 Economy Boeing 777 5,642 mi 10hr 15min
Stop 1 10:45 AM	San Francisco, CA, United States San Francisco Airport (SFO) Terminal 1		
Change of airlines. Time between flights: 2hr 15min Flight 7979 Operated by Asiana Airlines			
Depart 1:00 PM	San Francisco, CA, United States San Francisco Airport (SFO) Terminal 2		American Airlines 193 Economy

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Stop 2 6:35 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal 0	Boeing 737 On-time: 80% 1,461 mi 3hr 35min Seat map
Change of airlines. Time between flights: 1hr 30min		
Depart 8:05 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal B	US Airways 8470 Economy Embraer RJ145 On-time: 63% 112 mi 0hr 45min Seat map
Arrive 8:50 PM	Wichita Falls, TX, United States Sheppard AFB (SPS)	
Flight 8470 Operated by ENVOY AIR AS AMERICAN EAGLE		

Earn \$29.20 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

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Total cost
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Mon, Jun 9 **Total time: 18hr 20min** [Flight details](#)

Depart 4:30 PM	Seoul, South Korea Incheon International Airport (ICN)	United Airlines 7979 Economy Boeing 777 5,642 mi 10hr 15min
Stop 1 10:45 AM	San Francisco, CA, United States San Francisco Airport (SFO) Terminal 1	
Change of airlines. Time between flights: 2hr 15min Flight 7979 Operated by Asiana Airlines		
Depart 1:00 PM	San Francisco, CA, United States San Francisco Airport (SFO) Terminal 2	US Airways 193 Economy Boeing 737 On-time: 80% 1,461 mi 3hr 35min Seat map
Stop 2 6:35 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal 0	
Change of planes. Time between flights: 1hr 30min Flight 193 Operated by American Airlines		
Depart 8:05 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal B	US Airways 8470 Economy Embraer RJ145 On-time: 63% 112 mi 0hr 45min Seat map
Arrive 8:50 PM	Wichita Falls, TX, United States Sheppard AFB (SPS)	
Flight 8470 Operated by ENVOY AIR AS AMERICAN EAGLE		

Earn \$29.20 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

\$2,949.29
Total cost
FREE Cancel
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Mon, Jun 9 **Total time: 18hr 20min** [Flight details](#)

Depart 4:30 PM	Seoul, South Korea Incheon International Airport (ICN)	United Airlines 7979 Economy Boeing 777 5,642 mi 10hr 15min
Stop 1 10:45 AM	San Francisco, CA, United States San Francisco Airport (SFO) Terminal 1	
Change of airlines. Time between flights: 2hr 15min Flight 7979 Operated by Asiana Airlines		
Depart 1:00 PM	San Francisco, CA, United States San Francisco Airport (SFO) Terminal 2	US Airways 193 Economy Boeing 737 On-time: 80% 1,461 mi 3hr 35min Seat map
Stop 2 6:35 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal 0	
Change of airlines. Time between flights: 1hr 30min Flight 193 Operated by American Airlines		
Depart 8:05 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal B	American Airlines 3773 Economy Embraer RJ145 On-time: 63% 112 mi 0hr 45min Seat map
Arrive 8:50 PM	Wichita Falls, TX, United States Sheppard AFB (SPS)	
Flight 3773 Operated by ENVOY AIR AS AMERICAN EAGLE		

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\$1,024.90
Total cost
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Mon, Jun 9 **Total time: 19hr 40min** [Flight details](#)

Depart 7:50 AM	Seoul, South Korea Incheon International Airport (ICN)	Japan Airlines 950 Economy Boeing 737 780 mi 2hr 20min Seat map
Stop 1 10:10 AM	Tokyo, Japan Narita Airport (NRT) Terminal 2	
Change of airlines. Time between flights: 1hr 20min		
Depart 11:30 AM	Tokyo, Japan Narita Airport (NRT) Terminal 2	American Airlines 176 Economy Boeing 777 6,411 mi 11hr 40min
Stop 2	Dallas, TX, United States	

APPX217

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9:10 AM Dallas-Fort Worth Airport (DFW) | Terminal D [Seat map](#)

Change of planes. Time between flights: 3hr 30min

Depart 12:40 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal B		American Airlines 3401 Economy Embraer RJ145 112 mi 0hr 50min Seat map
Arrive 1:30 PM	Wichita Falls, TX, United States Sheppard AFB (SPS)		

Flight 3401 Operated by BW/OW AIRAS AMERICAN EAGLE

Earn \$10.25 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

Act Fast! Only 2 tickets left at this price!

\$1,305.67
Total cost
FREE Cancel
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Mon, Jun 9 Total time: 19hr 40min [Flight details](#)

Depart 7:50 AM	Seoul, South Korea Incheon International Airport (ICN)		American Airlines 8425 Economy Boeing 737 759 mi 2hr 20min Seat map
Stop 1 10:10 AM	Tokyo, Japan Narita Airport (NRT)		
Change of planes. Time between flights: 1hr 20min Flight 8425 Operated by Japan Airlines			
Depart 11:30 AM	Tokyo, Japan Narita Airport (NRT)		American Airlines 176 Economy Boeing 777 8,437 mi 11hr 40min Seat map
Stop 2 9:10 AM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW)		
Change of planes. Time between flights: 3hr 30min			

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Seoul (BEL) to Wichita Falls, TX (SPS) Mon, Jun 9, 2014

Arrive
1:30 PM

Wichita Falls, TX, United States
Sheppard AFB (SPS)

Embraer RJ145
118 mi | 0hr 50min
[Seat map](#)




Flight 3401 Operated by BW/OW AIRAS AMERICAN EAGLE

Earn \$13.06 **ORBITZ REWARDS** Earn \$20 in bonus Orbucks

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Mon, Jun 9 Total time: 19hr 40min [Flight details](#)

Depart 7:50 AM	Seoul, South Korea Incheon International Airport (ICN)		American Airlines 8425 Economy Boeing 737 760 mi 2hr 20min Seat map
Stop 1 10:10 AM	Tokyo, Japan Narita Airport (NRT) Terminal 2		
Change of planes. Time between flights: 1hr 20min Flight 8425 Operated by Japan Airlines			
Depart 11:30 AM	Tokyo, Japan Narita Airport (NRT) Terminal 2		American Airlines 176 Economy Boeing 777 8,411 mi 11hr 40min Seat map
Stop 2 9:10 AM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal D		
Change of airlines. Time between flights: 3hr 30min			
Depart 12:40 PM	Dallas, TX, United States Dallas-Fort Worth Airport (DFW) Terminal B		US Airways 8200 Economy Embraer RJ145 112 mi 0hr 50min Seat map
Arrive 1:30 PM	Wichita Falls, TX, United States Sheppard AFB (SPS)		
Flight 8200 Operated by BW/OW AIRAS AMERICAN EAGLE			

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The distance between san francisco and seoul

Next time, why not try our new "one step" [city distance calculator](#)?

The distance:

Origin:	San Francisco, California, United States		
Destination:	Seoul, Kyonggi-do, Korea, South		
Distance in miles:	5619	Direction to Destination:	North-West
Distance in kilometers:	9042	Bearing in degrees to Destination:	311

[Link](#) to these results: http://www.geobytes.com/CityDistanceTool.htm?d&pt_1=uscasfra&pt_2=krkgseou

Please note: The distance is calculated "as the crow flies". It uses the latitude and longitude of the cities to calculate the distance, so this may vary from the driving distances.

If you wish to lookup other cities, then you can use the form below.

Find out more about seoul

Would you like to know more about Seoul, Kyonggi-do, Korea, South - where to stay, what to see, weather, movies, TV, news, fuel prices, coupons etc, then try entering one of these keywords here.

Search Seoul, Kyonggi-do, Korea, South

Hint: You can also use it to research people, companies, local services, tours etc

Step 1: Enter Cities

Welcome to the Geobytes **City Distance Tool**.
This wizard will tell you the distance between 2 cities.

Please enter your origin city.

Please enter your destination city.

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Don't worry if the name of the city that you enter matches more than one of the world's cities, as you will get to choose the correct one from a list.

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The distance between wichita falls and seoul

Next time, why not try our new "one step" [city distance calculator](#)?

The distance:

Origin:	Wichita Falls, Texas, United States		
Destination:	Seoul, Kyonggi-do, Korea, South		
Distance in miles:	6705	Direction to Destination:	North-West
Distance in kilometers:	10789	Bearing in degrees to Destination:	325
Link to these results:	http://www.geobytes.com/CityDistanceTool.htm?d&pt_1=ustxwfa&pt_2=krkgseou		

Please note: The distance is calculated "as the crow flies". It uses the latitude and longitude of the cities to calculate the distance, so this may vary from the driving distances.

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Find out more about seoul

Would you like to know more about Seoul, Kyonggi-do, Korea, South - where to stay, what to see, weather, movies, TV, news, fuel prices, coupons etc, then try entering one of these keywords here.

Search Seoul, Kyonggi-do, Korea, South

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The distance between san francisco and san diego
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The distance:

Origin:	San Francisco, California, United States		
Destination:	San Diego, California, United States		
Distance in miles:	453	Direction to Destination:	South-East
Distance in kilometers:	729	Bearing in degrees to Destination:	137

[Link](#) to these results: http://www.geobytes.com/CityDistanceTool.htm?d&pt_1=uscasfra&pt_2=uscasdie

Please note: The distance is calculated "as the crow flies". It uses the latitude and longitude of the cities to calculate the distance, so this may vary from the driving distances.

If you wish to lookup other cities, then you can use the form below.

Find out more about san diego

Would you like to know more about San Diego, California, United States - where to stay, what to see, weather, movies, TV, news, fuel prices, coupons etc, then try entering one of these keywords here.

Search San Diego, California, United States

Hint: You can also use it to research people, companies, local services, tours etc

Step 1: Enter Cities

Welcome to the Geobytes **City Distance Tool**.
 This wizard will tell you the distance between 2 cities.

Please enter your origin city.

Please enter your destination city.

There is no need to enter the state or country, it will ask you if it needs it. Thanks

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The distance between san francisco and wichita falls
Next time, why not try our new "one step" [city distance calculator](#)?

The distance:

Origin:	San Francisco, California, United States		
Destination:	Wichita Falls, Texas, United States		
Distance in miles:	1362	Direction to Destination:	East
Distance in kilometers:	2191	Bearing in degrees to Destination:	93

[Link](#) to these results: http://www.geobytes.com/CityDistanceTool.htm?d&pt_1=uscasfra&pt_2=ustxwfal

Please note: The distance is calculated "as the crow flies". It uses the latitude and longitude of the cities to calculate the distance, so this may vary from the driving distances.

If you wish to lookup other cities, then you can use the form below.

Find out more about wichita falls

Would you like to know more about Wichita Falls, Texas, United States - where to stay, what to see, weather, movies, TV, news, fuel prices, coupons etc, then try entering one of these keywords here.

Search Wichita Falls, Texas, United States

Hint: You can also use it to research people, companies, local services, tours etc

Step 1: Enter Cities

Welcome to the Geobytes **City Distance Tool**.
This wizard will tell you the distance between 2 cities.

Please enter your origin city.

Please enter your destination city.

There is no need to enter the state or country, it will ask you if it needs it. Thanks

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Samsung Telecommunications America (STA) was established by Samsung Electronics Corporation in 1992. From its **Dallas, Texas headquarters**, STA researches, develops and markets a variety of personal and business communications products throughout North America including handheld wireless phones, wireless communications infrastructure systems and enterprise communication systems.

Today, STA's Mobile Handset division remains the fastest growing business segment in the history of its parent company, Samsung Electronics, Ltd. The division has been recognized as the number one mobile phone manufacturer in customer loyalty by Brand Keys, Inc. for five consecutive years and it is a driving force that has allowed Samsung Electronics to become the fastest growing brand in the world.

History

1992	Purchased Prostar Telecom Inc.
1996	Est. Dallas HQ & Expanded Telecom Products
1997	Consolidated Telecom R&D (San Jose/Boston Maryland; Sprint Becomes First Customer)
2001	CDMA W/S 1st Biz in North America: Sprint; HHP Customer Expanded to T-Mobile & Verizon
2002	HHP Customer Expanded to AT&T
2006	Achieved over 100 Million HHP Units Shipped
2008	Achieved HHP M/S #1 in U.S. (since 08'3Q); '08 YTD HHP Sales over \$5 Billion
2009	Achieved over 200 Million HHP Units Shipped; '09 Estimated HHP Sales over \$6 Billion

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American Eagle can be contacted at 1-800-433-7300 or by visiting www.aa.com (<http://aa.com>).

Go to www.aa.com (<http://aa.com>) for flight information.

New Flight Schedule Effective May 8, 2014

Sunday-Friday

Arrivals:

9:35 AM Flight #2935

1:30 PM Flight # 3401

6:10 PM Flight # 3397

8:50 PM Flight # 3773

Departures:

6:00 AM Flight #3288

10:00 AM Flight #2935

1:55 PM Flight #3401

6:35 PM Flight #3397

Saturday

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90 MIN. PRIOR TO DEPARTURE.

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By Flight By Airport By Route

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Enter an airline name or code

Flight

Departure Date

2014-06-06

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Charter Flights for casino activities are available to Lake Tahoe, Reno, Laughlin, Nevada & Tunica, Mississippi. Allegiant Air and Sun Country are the airlines servicing these destinations.

Allegiant Air (<http://www.casinosinternationalinc.com/>) services flights out of Wichita Falls to Laughlin, Lake Tahoe and Reno, Nevada. For more information and reservations visit [casinosinternationalinc.com](http://www.casinosinternationalinc.com) (<http://www.casinosinternationalinc.com/>).

Rebublic service (https://junkerflights.com/JF_Schedule.pdf)s flights out of Wichita Falls to Laughlin, Lake Tahoe and Reno, Nevada. For more information and reservations visit https://junkerflights.com/JF_Schedule.pdf (https://junkerflights.com/JF_Schedule.pdf).

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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC,

Plaintiff,

v.

HTC CORPORATION, HTC AMERICA,
INC., LG ELECTRONICS INC., LG
ELECTRONICS USA, INC., LG
ELECTRONICS MOBILECOMM USA,
INC., MOTOROLA MOBILITY LLC,
APPLE INC., and TWITTER, INC.,

Defendants.

Case Action No. 7:14-cv-00014-O

**DECLARATION OF ED AXELSEN IN SUPPORT OF DEFENDANTS' MOTION TO
TRANSFER TO THE NORTHERN DISTRICT OF CALIFORNIA**

I, ED AXELSEN, declare as follows:

1. I am an employee of Twitter, Inc. ("Twitter"), and I work at Twitter's San Francisco, California headquarters. I have been a Twitter employee since 2011, serving as Director, Real Estate and Facilities.

2. I provide this declaration in support of Defendants' motion to transfer this action to the United States District Court for the Northern District of California. Except as otherwise indicated below, the statements in this declaration are based on my personal knowledge or on corporate records maintained by Twitter in the ordinary course of business.

3. I have been advised that the Complaint in the above-captioned patent infringement lawsuit accuses the following Twitter products and services of infringing U.S. Patent No. 6,895,557, U.S. Patent No. 7,765,482, and U.S. Patent No. 8,612,515: the Twitter Application for iPhone, the Twitter Application for iPad, the Twitter Application for Android, the Twitter Application for Android Tablet, and "any other Twitter Application capable of obtaining digital content, pre-processing it, and transmitting it to another device, server, or location"; the Twitter content upload functionality integrated into the native sharing options for iOS and Android devices; Twitter's APIs "related to obtaining digital content, pre-processing it, and transmitting it to another device, server or location"; Twitter's mobile website; and Twitter's website-related infrastructure.

4. Twitter is a Delaware limited liability company with its principal place of business in San Francisco, California.

5. Twitter's international headquarters is now and has always been in the Northern District of California. Twitter's current headquarters is located at 1355 Market Street, San Francisco, California.

6. Twitter also has an office in Sunnyvale, California, which is in the Northern District of California.

7. In total, Twitter employs approximately 1,960 full-time employees in the Northern District of California.

8. Twitter's senior executive team is based in San Francisco, and decisions related to Twitter's overall business—including the most significant engineering, sales, and marketing decisions related to Twitter's software operations—are made there.

9. Twitter's general software operations are based in large part at Twitter's San Francisco headquarters. Twitter engineers with relevant technical knowledge of the accused Twitter products are located at Twitter's headquarters, as are Twitter employees familiar with relevant business and financial aspects of these products.

10. To the extent the Complaint implicates Twitter's multimedia messaging services, mobile applications, or photo features, the Twitter employees with relevant knowledge in each of these areas work at the San Francisco headquarters, where they are part of teams comprising many full-time Twitter employees. Furthermore, most, if not all, documents and evidence related to these subject areas, including those related to research and development, are located in Twitter's headquarters.

11. Twitter does not own or lease any real property within the Northern District of Texas and does not employ any individuals within that District.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that this declaration was executed in San Francisco, California, on May 29, 2014.


ED AXELSEN

3. I have been advised that Summit 6 LLC (“Summit 6”) filed the above-captioned patent infringement lawsuit against Apple in the United States District Court for the Northern District of Texas, Wichita Falls Division.

4. I understand that Summit 6’s allegations have accused certain Apple iPhones, iPads, and the iPod touch devices (the “Apple Devices”) of patent infringement when the Apple Devices obtain multimedia digital content, process that digital content, and transmit or share it with other devices, transmitting the digital content in multimedia messages (“MMS messages”) or iMessages, or by Messaging-related Application Programming Interfaces (“APIs”), apps, and other sharing options accessible without an app (collectively, the “Accused Instrumentality”).

5. Apple is a California corporation and was founded in 1976. Apple is a global business headquartered in Cupertino, California. Apple’s management, research and development, and marketing are primarily located in or near Cupertino, including surrounding cities such as Sunnyvale, all located in the Northern District of California. Apple’s business is led from Cupertino, where the bulk of the decision-making takes place. As of March 29, 2014, Apple has more than 17,400 employees who work in or near Cupertino. Apple is in the process of building a new campus in Cupertino that will increase Apple’s operations and employees.

6. To the best of my knowledge after a reasonable investigation, all of the design, development, and marketing efforts for the Apple Devices that are relevant to this action have occurred or currently occur in or near Cupertino.

7. The Apple employees and foreseeable witnesses in this action who have knowledge of the design, development, and marketing of the Accused Instrumentality are likely to have worked or currently work in or near Cupertino. The electronic and paper records of their

work, relevant technical documents and source code, and relevant financial documents, are also located in or near Cupertino.

8. Among the Apple employees whom Apple expects will be willing witnesses in this action, and who have knowledge relevant to this action, are: (1) Justin Wood, Engineering Manager for iMessages and FaceTime, who has knowledge of the design and operation of some of the Accused Instrumentality, including iMessage, MMS messages, and related APIs; (2) Guy Fullerton, Senior Staff Engineer in the iOS Productivity group, who has knowledge of the design and operation of some of the Accused Instrumentality, including sharing options accessible without an app and related APIs; (3) Gokul Thirumalai, Engineering Manager for Push Notification System and iMessage Delivery, who has knowledge of the design and operation of some of the Accused Instrumentality, including iMessage; and (4) Mark Buckley, Finance Manager, who has knowledge of Apple's finances as they may relate to Summit 6's claims for damages in this action. Each of these individuals works in or around Cupertino, California, and lives in the San Francisco Bay Area, all within the Northern District of California. The electronic and paper records of their work, and relevant Apple business records, are also located in or near Cupertino.

9. Apple operates data centers in California and North Carolina that support the Accused Instrumentality. Apple does not operate any data centers in Wichita Falls or in the Northern District of Texas that support the Accused Instrumentality.

10. To the best of my knowledge after a reasonable investigation, none of Apple's design, development, or marketing efforts for the Accused Instrumentality that are relevant to this action have occurred in Wichita Falls or in the Northern District of Texas.

11. I am not aware, after a reasonable investigation, of any foreseeable Apple witnesses or relevant Apple documents located in Wichita Falls or in the Northern District of Texas.

12. As of March 2014, Apple operates more than 250 retail stores in the United States. Apple has more than 50 retail stores in California and only 18 retail stores in Texas. Apple has no retail stores, nor any other facilities, in the Wichita Falls Division of the Northern District of Texas.

13. Apple has four retail stores in the Northern District of Texas, two located in Dallas, one located in Fort Worth, and one located in Southlake. Apple does not have any other offices or facilities in the Northern District of Texas.

14. I have also reviewed Apple human resource records for employees in Texas. I searched those records for any jobs relating to the Accused Instrumentality. After a reasonable investigation, based on the job descriptions and discussions with the relevant Apple managers, I identified no jobs in Texas relating to the development or implementation of Accused Instrumentality. After speaking with the relevant Apple managers, I determined that none of their team members are located in Texas.

15. If this case were litigated in the Wichita Falls Division of the Northern District of Texas, Apple's employees would be required to travel to Wichita Falls, and Apple would incur expenses for airfare, lodging, and meals, as well as losses in productivity due to employees missing work. In addition, Apple's employees would suffer the personal costs associated with being away from their work, family, and community.

16. Apple provides uniform, repeatable customer service and support from locations around the country, the vast majority of which are not in Texas. Apple's customer service and support efforts originate from centralized teams in Cupertino. For example, any guidelines, policies, procedures, operating principles, or knowledge base articles originate from Cupertino, where Apple is headquartered.

I declare under penalty of perjury that the foregoing is true and correct.

Date: May 21, 2014


Mark Buckley

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC,,

Plaintiff,

v.

Civil Action No. 7:14-CV-00014-O

HTC CORPORATION, HTC AMERICA,
INC., LG ELECTRONICS, INC., LG
ELECTRONICS USA, INC., LG
ELECTRONICS MOBILECOMM USA,
INC., MOTOROLA MOBILITY LLC,
APPLE, INC. AND TWITTER, INC.,,

Defendant.

**DECLARATION OF RENEE BROWN IN SUPPORT OF
DEFENDANT MOTOROLA MOBILITY LLC'S MOTION TO TRANSFER**

1. I, Renee Brown, hereby declare, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

2. I am Senior IP Counsel at Motorola Mobility LLC ("Motorola"). I am over eighteen (18) years of age, and I am otherwise fully competent to make this Declaration. Unless otherwise indicated below, the statements in this declaration are based upon my personal knowledge or corporate records maintained by Motorola in the ordinary course of business.

3. Motorola is a Delaware limited liability company with its principal place of business in Chicago, Illinois.

4. I have been advised that Summit 6 LLC ("Summit 6") filed the above-captioned patent infringement lawsuit that accuses the following Motorola products of infringing U.S. Patent Nos. 7,765,482 and 8,612,515: Moto X, Moto G, Droid Maxx, Droid Ultra, Droid Mini, Moto X Developer Edition (GSM Networks), Moto X Developer Edition Verizon, Droid Maxx

Developer Edition, Droid Razr M, Droid Razr Maxx HD, Motorola Photon Q 4G LTE (the “Accused Products”).

5. I have been advised that Summit 6 accuses the same functionality within each of the Accused Products, including: the Motorola MMS Application, including its MMS functionality; Motorola’s Messaging-related APIs; the integrated Twitter content upload functionality; and the MMS-to-Twitter functionality (the “Accused Functionality”).

6. Motorola currently maintains significant business operations in California. For example, Motorola operates and maintains a facility in Sunnyvale, California, which is within the Northern District of California.

7. Approximately 537 people work at Motorola’s Sunnyvale facility. The employees belong to various groups, the most relevant for the purposes of this Declaration including engineering and finance groups.

8. Based on its investigation to date, Motorola has identified at least three, if not more, employee(s) in the Northern District of California who will likely be needed as a witness in this action.

9. For example, Naveen Aerrabotu is knowledgeable about messaging related functionality, including MMS functionality, messaging related applications, and the use of the same to generate, process, send and receive an MMS message at a Motorola phone. Mr. Aerrabotu’s job title is Director, and he supervises approximately 50 engineers in the carrier tech group. Mr. Aerrabotu is employed at Motorola’s Sunnyvale facility, and he has worked at Motorola for 17 years. I am informed that Motorola would expect Mr. Aerrabotu to provide testimony in the above-referenced litigation.

10. As another example, Jason Tsuyemura is knowledgeable about Android, the operating system for all of the Accused Products. Mr. Tsuyemura serves as the single point of contact for technical inquiries made by Motorola product groups regarding Android. Mr. Tsuyemura is knowledgeable about the dissemination and loading of Android source code on Motorola phones, and the internal compliance of these Motorola phones. Mr. Tsuyemura has been employed at Motorola's Sunnyvale facility for 2 years. I am informed that Motorola would additionally expect Mr. Tsuyemura to provide testimony in the above-referenced litigation.

11. Finally, Mr. Ben Sherwin is knowledgeable about the sales, revenue, and costs associated with the Accused Products. Mr. Sherwin is employed within the finance group at Motorola's Sunnyvale facility. I am informed that Motorola would expect Mr. Sherwin to provide testimony in the above-referenced litigation.

12. Through my experience as Motorola's Senior IP Counsel, I have become aware that the time required for Motorola employees to provide testimony as witnesses in litigation (at trial or otherwise) negatively impacts the productivity of those employees. The impact is even greater when the Motorola employees are required to travel to a different state to provide testimony.

13. All or nearly all of the documents relating to the Accused Products and the Accused Functionality are available in either Sunnyvale, California or in Motorola's headquarters in Chicago, Illinois. Such documents include those related to the research, development, design, sales, and marketing of the Accused Products and the Accused Functionality.

14. No activities related to the research, design, sales, or marketing of the Accused Products or the Accused Functionality took place in the Northern District of Texas.

15. Motorola does not own or lease any real property within the Wichita Falls Division of the Northern District of Texas.

16. Motorola does not employ any individuals within the Wichita Falls Division of the Northern District of Texas.

17. Currently, Motorola leases real property within the Dallas Division of the Northern District of Texas from third party Flextronics International ("Flextronics"). Flextronics' facility is located at 5650 Alliance Gateway Freeway, Fort Worth, TX 76177.

18. Currently, Motorola employs 29 individuals at the Flextronics facility. The Motorola employees who work at the Flextronics facility belong to the supply chain group. At this point in time, Motorola does not anticipate that any of the Motorola employees who work at the Flextronics facility will provide testimony in the above-referenced litigation.

19. Motorola has announced that it will terminate its lease at the Flextronics facility by the end of 2014. It remains to be seen whether the Motorola employees who currently work at the Flextronics facility will continue to be employed by Motorola.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: June 4, 2014


Renee Brown

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC,

Plaintiff

vs.

HTC CORPORATION,
HTC AMERICA, INC.,
LG ELECTRONICS, INC.,
LG ELECTRONICS USA, INC.,
LG ELECTRONICS MOBILECOMM USA,
INC.,
MOTOROLA MOBILITY LLC,
APPLE INC., and
TWITTER INC.,

Defendants.

CIVIL ACTION No. 7:14-cv-00014-O

JURY TRIAL DEMANDED

**DECLARATION OF STEPHANIE BARIAULT
IN SUPPORT OF DEFENDANTS HTC CORPORATION'S AND HTC AMERICA,
INC.'S MOTION TO TRANSFER VENUE**

APPX249

I, Stephanie Bariault, declare as follows:

1. I am the Vice President of Operations for HTC America, Inc., a Defendant in this action and an indirect, wholly-owned subsidiary of HTC Corporation, also a defendant in this action. My office is located in Bellevue, Washington. I provide this declaration in support of Defendants' Motion to Transfer Venue. Unless stated otherwise, I have personal knowledge of the facts set forth below, and if called as a witness, I could and would competently testify thereto.

2. HTC Corporation ("HTC Corp.") is a Taiwanese corporation with its principal place of business in Taiwan, ROC. HTC Corp. has no offices in Texas, and no offices elsewhere in the United States. HTC America, Inc. ("HTC America") is incorporated in the State of Washington and has its principal place of business in Bellevue, Washington.

3. I understand that Plaintiffs have alleged that certain "upload services and/or devices" on HTC products ("HTC accused products") infringe certain asserted patents, although Plaintiff has not identified the allegedly infringing features of HTC devices with specificity.

4. Most of the HTC Corp. engineers who work on developing, manufacturing and supporting HTC Corp.'s mobile devices, including foreseeable witnesses who work on what I understand to be HTC accused products, work and live in Taiwan. For example, Minfeng Hong, who manages the research and development team for the SMS/MMS applications, is located in Taiwan. To my knowledge, no HTC Corp. engineers live and work in Texas.

5. HTC Corp. maintains business documents and records relating to the research, design, marketing, sales, and development for what I understand to be the HTC accused products in Taiwan. HTC Corp. has no corporate repository of any of these documents in Texas.

6. HTC Corp. does not operate any retail stores in the United States. HTC Corp. does not sell the HTC accused devices named in Plaintiff's complaint directly to any end-user consumer in the United States. HTC Corp. does not ship its products directly to any individual retail store in any state, including Texas.

7. HTC Corp. routinely conducts business in the San Francisco Bay Area, which is located in the Northern District of California. For example, HTC Corp. has worked with, and continues to work with, Google in developing and supporting the accused products. It is my understanding that the Google Android operating system is contained in all of the HTC mobile devices accused by name in Plaintiff's complaint. Google is located in Mountain View, California. HTC Corp. employees frequently travel to Mountain View to meet with Google employees, and HTC Corp. employees otherwise conduct business with Google employees located in Mountain View. It is my understanding that documents related to the Android operating system are located in Mountain View.

8. In the United States, HTC Corp. sells mobile phones only to HTC America, Inc., which markets and sells the devices to distributors, carriers and third-party vendors in the United States, including those in the Northern District of California. HTC America has approximately 130 employees who work in or near its headquarters in Bellevue, Washington. Approximately 25 HTC America employees are engineers who support testing and development of HTC mobile devices. Most HTC America employees and officers work on the marketing, distribution, and sales of HTC mobile devices, and some may therefore be foreseeable witnesses in this case. All such potential witnesses, and indeed, almost all of the HTC America officers and employees who could testify to such matters, including executives and marketing personnel, are located in Washington.

9. HTC America has employees outside Bellevue, Washington, including in California. A relatively small number of employees also work out of their homes close to customer locations in different parts of the United States. To my knowledge, no HTC America employees with knowledge that is relevant to this case work in Texas.

10. HTC America maintains business documents and records relating to the marketing, distribution, and sales of what I understand to be the HTC accused products in Bellevue, Washington. To the best of my knowledge, HTC has no corporate repository of any of the above documents in Texas.

11. I am informed that, if this action proceeds to trial, it will likely be necessary for officers and/or employees of HTC Corp. and HTC America to testify at trial. Further, I have been informed that such testimony will likely include how HTC designs, markets, distributes and sells its products. Almost all of the HTC Corp. and HTC America officers and employees who could testify to such matters, including executives, engineers, marketing personnel, and all foreseeable HTC witnesses, are located either in the state of Washington or Taiwan. None of the officers or employees who could foreseeably testify to such matters are located in the Northern District of Texas.

12. In my capacity as Vice President of Operations at HTC America, I am a foreseeable witness in this case and could testify competently regarding the operations of HTC America. I have knowledge regarding HTC's supply chain planning and customer support for HTC products in the United States. I also have a general understanding of how HTC America designs, markets, distributes and sells mobile phones. It is my understanding that these topics may be the subject of discovery and/or trial.

13. As the following exhibits to this declaration demonstrate, it is less burdensome for me and my colleagues in Bellevue and Taiwan to travel to the Northern District of California than to Wichita Falls.

14. The closest major airport to HTC America's principle place of business in Bellevue, Washington, is Seattle-Tacoma International Airport. The closest major airport to HTC Corporation's principal place of business in Taiwan is Taiwan Taoyuan International Airport.

15. Attached hereto as Exhibit 1 is a true and correct copy of an Orbitz estimate of travel times and costs for flights from Seattle-Tacoma International Airport ("SEA") to San Francisco International Airport ("SFO"), sorted by quickest route.

16. Attached hereto as Exhibit 2 is a true and correct copy of Google Maps Driving Directions showing the driving distance from SFO to the San Francisco Division Courthouse of the Northern District of California, located at 450 Golden Gate Avenue, San Francisco, CA 94102 ("San Francisco Courthouse").

17. Attached hereto as Exhibit 3 is a true and correct copy of an Orbitz estimate of travel times and costs for flights from Seattle-Tacoma International Airport ("SEA") to Wichita Falls Municipal Airport ("SPS"), sorted by quickest route.

18. Attached hereto as Exhibit 4 is a true and correct copy of Google Maps Driving Directions showing the driving distance from Dallas/Fort Worth International Airport ("DFW") to the Wichita Falls Division Courthouse of the Northern District of Texas, located at 1000 Lamar Street, Wichita Falls, TX 76301 ("Wichita Falls Courthouse").

19. Attached hereto as Exhibit 5 is a true and correct copy of an Orbitz estimate of travel times from Taiwan Taoyuan International Airport (“TPE”) to San Francisco International Airport (“SFO”), sorted by quickest route.

20. Attached hereto as Exhibit 6 is a true and correct copy of an Orbitz estimate of travel times from Taiwan Taoyuan International Airport (“TPE”) to Wichita Falls Municipal Airport (“SPS”), sorted by quickest route.

21. Attached hereto as Exhibit 7 is a true and correct copy of Google Maps Driving Directions showing the driving distance from DFW to the Dallas Division Courthouse of the Northern District of Texas, located at 1100 Commerce Street, Dallas, TX 75242.

22. Attached hereto as Exhibit 8 is a true and correct copy of Google Maps Driving Directions showing the driving distance from DFW to the Fort Worth Division Courthouse of the Northern District of Texas, located at 501 West 10th Street, Fort Worth, TX 76102.

23. Not only would the initial flight into Dallas Fort Worth from Seattle be twice as long as a flight to San Francisco, but once at DFW I would either have to rent a car and drive to Wichita Falls (123 miles or two hours), or take a connecting flight to the Wichita Falls Airport. Either option results in the travel time from Seattle to the Wichita Falls Courthouse being almost four hours longer than the travel time to San Francisco. This extra travel time would be disruptive to my work schedule.

24. Likewise, HTC Corp.’s foreseeable technical witnesses would need to travel from Taiwan to the United States to attend trial. Assuming trial in the Northern District of California, the flight from Taiwan would take eleven hours. A trial in Wichita Falls would subject HTC Corp.’s witnesses to 19 hours in travel time, including two stopovers. Therefore, travel to

Wichita Falls is much more burdensome to HTC Corp.'s technical witnesses than travel to San Francisco.

25. Although traveling to DFW for trial either in Dallas or Fort Worth would also be significantly more inconvenient than traveling to the Northern District of California, it would be less disruptive to my schedule and the schedules of my colleagues in Bellevue and Taipei than traveling to Wichita Falls.

26. If called as a trial witness, I would make every effort to remain engaged in my everyday job responsibilities during the time of trial. I expect the same is true of my colleagues in Bellevue and Taiwan. Conducting a trial in the Northern District of California would result in less travel and other time away from our offices than if the trial is conducted in Wichita Falls.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 29th 2014, at Bellevue, Washington.


Stephanie Bariault

EXHIBIT 1

Orbitz estimate of travel times and costs for flights from
Seattle-Tacoma International Airport (“SEA”) to
San Francisco International Airport (“SFO”)
sorted by quickest route.

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Flight 1: \$328.00
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Flight 6963 Operated by Alaska Airlines					
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Flight 6930 Operated by Alaska Airlines					
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Select	Select this return	Return Fri, Nov 28 6:20 PM San Francisco SFO	8:10 PM Seattle SEA	non-stop 1hr 50min	 Alaska Airlines 307 Seat map
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\$208.00 Total cost FREE Cancel	Select this departure	Leave Mon, Nov 3 9:55 AM Seattle SEA	12:04 PM San Francisco SFO	non-stop 2hr 9min	 Alaska Airlines 318 Seat map
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Flight details					
\$208.00 Total cost FREE Cancel	Select this departure	Leave Mon, Nov 3 6:30 AM Seattle SEA	8:39 AM San Francisco SFO	non-stop 2hr 9min	 Alaska Airlines 320 Seat map
Select	Select this return	Return Fri, Nov 28 6:20 PM San Francisco SFO	8:10 PM Seattle SEA	non-stop 1hr 50min	 Alaska Airlines 307 Seat map
 Earn \$2.08					

Flight details					
\$208.00 Total cost FREE Cancel	Select this departure	Leave Mon, Nov 3 6:25 PM Seattle SEA	8:34 PM San Francisco SFO	non-stop 2hr 9min	 Alaska Airlines 302 Seat map
Select	Select this return	Return Fri, Nov 28 6:20 PM San Francisco SFO	8:10 PM Seattle SEA	non-stop 1hr 50min	 Alaska Airlines 307 Seat map

APPX258

 Earn **\$2.08**


[Flight details](#)

\$208.00
Total cost
FREE Cancel

Select this departure
Leave Mon, Nov 3
2:00 PM
Seattle [SEA](#)

4:09 PM
San Francisco [SFO](#)

non-stop
2hr 9min


 **Alaska Airlines 316**
[Seat map](#)


Select

Select this return
Return Fri, Nov 28
6:20 PM
San Francisco [SFO](#)

8:10 PM
Seattle [SEA](#)

non-stop
1hr 50min

 **Alaska Airlines 307**
[Seat map](#)

 Earn **\$2.08**


[Flight details](#)

\$208.00
Total cost
FREE Cancel

Select this departure
Leave Mon, Nov 3
8:50 PM
Seattle [SEA](#)

10:59 PM
San Francisco [SFO](#)

non-stop
2hr 9min


 **Alaska Airlines 300**
[Seat map](#)


Select

Select this return
Return Fri, Nov 28
6:20 PM
San Francisco [SFO](#)

8:10 PM
Seattle [SEA](#)

non-stop
1hr 50min

 **Alaska Airlines 307**
[Seat map](#)

 Earn **\$2.08**


[Flight details](#)

\$214.99
Total cost
FREE Cancel

Select this departure
Leave Mon, Nov 3
6:25 PM
Seattle [SEA](#)

8:34 PM
San Francisco [SFO](#)

non-stop
2hr 9min


 **Alaska Airlines 302**
[Seat map](#)

Select


Select this return
Return Fri, Nov 28
6:20 PM
San Francisco [SFO](#)

8:10 PM
Seattle [SEA](#)

non-stop
1hr 50min

 **American Airlines 6963**
[Seat map](#)

Flight 6963 Operated by Alaska Airlines

 Earn **\$2.15**

Act Fast! Only [5 tickets](#) left at this price!


[Flight details](#)

\$214.99
Total cost
FREE Cancel

Select this departure
Leave Mon, Nov 3
7:20 AM
Seattle [SEA](#)

9:29 AM
San Francisco [SFO](#)

non-stop
2hr 9min


 **Alaska Airlines 222**
[Seat map](#)

Select


Select this return
Return Fri, Nov 28
6:20 PM
San Francisco [SFO](#)

8:10 PM
Seattle [SEA](#)

non-stop
1hr 50min

 **American Airlines 6963**
[Seat map](#)

Flight 6963 Operated by Alaska Airlines

 Earn **\$2.15**


[Flight details](#)

\$214.99
Total cost
FREE Cancel

Select this departure
Leave Mon, Nov 3
3:25 PM
Seattle [SEA](#)

5:34 PM
San Francisco [SFO](#)

non-stop
2hr 9min


 **Alaska Airlines 308**
[Seat map](#)

Select


Select this return
Return Fri, Nov 28
6:20 PM
San Francisco [SFO](#)

8:10 PM
Seattle [SEA](#)

non-stop
1hr 50min

 **American Airlines 6963**
[Seat map](#)

Flight 6963 Operated by Alaska Airlines

 Earn **\$2.15**


[Flight details](#)

\$214.99
Total cost
FREE Cancel

Select this departure
Leave Mon, Nov 3
6:30 AM
Seattle [SEA](#)

8:39 AM
San Francisco [SFO](#)

non-stop
2hr 9min


 **Alaska Airlines 320**
[Seat map](#)

Select


Select this return
Return Fri, Nov 28
6:20 PM
San Francisco [SFO](#)

8:10 PM
Seattle [SEA](#)


















non-stop
1hr 50min

 **American Airlines 6963**
[Seat map](#)


Flight 6963 Operated by Alaska Airlines

 Earn **\$2.15**

APPX259


Flight details					
\$214.99 Total cost FREE Cancel <input type="button" value="Select"/>	Select this departure	Leave Mon, Nov 3 8:50 PM Seattle SEA	10:59 PM San Francisco SFO	non-stop 2hr 9min 	Alaska Airlines 300 Seat map
	Select this return	Return Fri, Nov 28 6:20 PM San Francisco SFO	8:10 PM Seattle SEA	non-stop 1hr 50min 	American Airlines 6963 Seat map
Flight 6963 Operated by Alaska Airlines					
 Earn \$2.15					
Flight details					
\$214.99 Total cost FREE Cancel <input type="button" value="Select"/>	Select this departure	Leave Mon, Nov 3 9:55 AM Seattle SEA	12:04 PM San Francisco SFO	non-stop 2hr 9min 	Alaska Airlines 318 Seat map
	Select this return	Return Fri, Nov 28 6:20 PM San Francisco SFO	8:10 PM Seattle SEA	non-stop 1hr 50min 	American Airlines 6963 Seat map
Flight 6963 Operated by Alaska Airlines					
 Earn \$2.15					
Flight details					
\$214.99 Total cost FREE Cancel <input type="button" value="Select"/>	Select this departure	Leave Mon, Nov 3 2:00 PM Seattle SEA	4:09 PM San Francisco SFO	non-stop 2hr 9min 	Alaska Airlines 316 Seat map
	Select this return	Return Fri, Nov 28 6:20 PM San Francisco SFO	8:10 PM Seattle SEA	non-stop 1hr 50min 	American Airlines 6963 Seat map
Flight 6963 Operated by Alaska Airlines					
 Earn \$2.15					
Flight details					
\$238.00 Total cost FREE Cancel <input type="button" value="Select"/>	Select this departure	Leave Mon, Nov 3 2:00 PM Seattle SEA	4:09 PM San Francisco SFO	non-stop 2hr 9min 	American Airlines 6876 Seat map
	Flight 6876 Operated by Alaska Airlines				
Select this return	Return Fri, Nov 28 6:20 PM San Francisco SFO	8:10 PM Seattle SEA	non-stop 1hr 50min 	American Airlines 6963 Seat map	
Flight 6963 Operated by Alaska Airlines					
 Earn \$2.38					
Flight details					
\$238.00 Total cost FREE Cancel <input type="button" value="Select"/>	Select this departure	Leave Mon, Nov 3 9:55 AM Seattle SEA	12:04 PM San Francisco SFO	non-stop 2hr 9min 	American Airlines 6897 Seat map
	Flight 6897 Operated by Alaska Airlines				
Select this return	Return Fri, Nov 28 6:20 PM San Francisco SFO	8:10 PM Seattle SEA	non-stop 1hr 50min 	American Airlines 6963 Seat map	
Flight 6963 Operated by Alaska Airlines					
 Earn \$2.38					
Flight details					
\$238.00 Total cost FREE Cancel <input type="button" value="Select"/>	Select this departure	Leave Mon, Nov 3 3:25 PM Seattle SEA	5:34 PM San Francisco SFO	non-stop 2hr 9min 	American Airlines 6927 Seat map
	Flight 6927 Operated by Alaska Airlines				
Select this return	Return Fri, Nov 28 6:20 PM San Francisco SFO	8:10 PM Seattle SEA	non-stop 1hr 50min 	American Airlines 6963 Seat map	
Flight 6963 Operated by Alaska Airlines					

APPX260


 Earn **\$2.38**

[Flight details](#)


\$238.00
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
6:30 AM
Seattle [SEA](#) **8:39 AM**
San Francisco [SFO](#) **non-stop**
2hr 9min  **American Airlines**
6868 [Seat map](#)

Flight 6868 Operated by Alaska Airlines


Select this return **Return Fri, Nov 28**
6:20 PM
San Francisco [SFO](#) **8:10 PM**
Seattle [SEA](#) **non-stop**
1hr 50min  **American Airlines**
6963 [Seat map](#)

Flight 6963 Operated by Alaska Airlines


 Earn **\$2.38**

[Flight details](#)


\$238.00
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
6:25 PM
Seattle [SEA](#) **8:34 PM**
San Francisco [SFO](#) **non-stop**
2hr 9min  **American Airlines**
6878 [Seat map](#)

Flight 6878 Operated by Alaska Airlines

Select this return **Return Fri, Nov 28**
6:20 PM
San Francisco [SFO](#) **8:10 PM**
Seattle [SEA](#) **non-stop**
1hr 50min  **American Airlines**
6963 [Seat map](#)

Flight 6963 Operated by Alaska Airlines

 Earn **\$2.38**

[See 25 more result\(s\)](#)

[Return to top](#) | [Change search](#)

Showing: 25 of 475 results

*Savings based on all vacation package bookings with Flight + Hotel on www.orbitz.com in 2013, as compared to price of the same components booked separately. Savings will vary based on origin/destination, length of trip, stay dates and selected travel supplier(s). Savings not available on all packages.

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APPX261

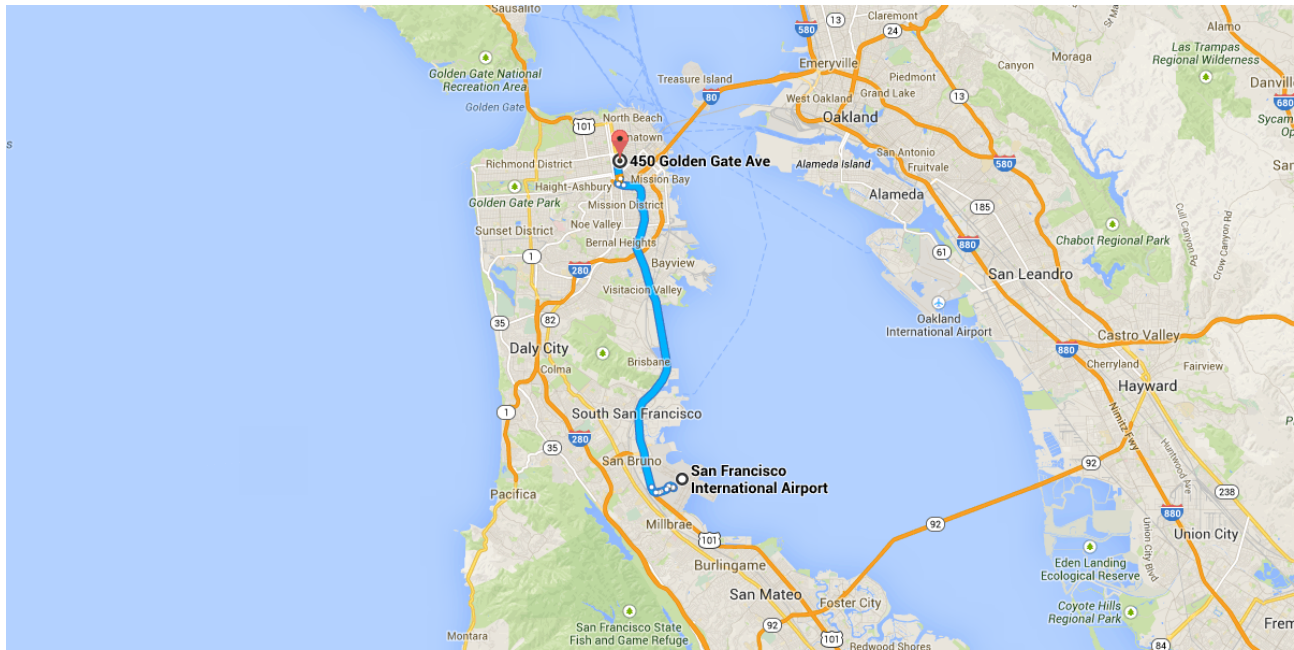
EXHIBIT 2

Google Maps Driving Directions showing distance from
San Francisco International Airport (“SFO”) to
the San Francisco Courthouse (located at
450 Golden Gate Avenue, San Francisco, CA 94102)



Drive 13.9 miles, 19 min

Directions from San Francisco International Airport to 450 Golden Gate Ave



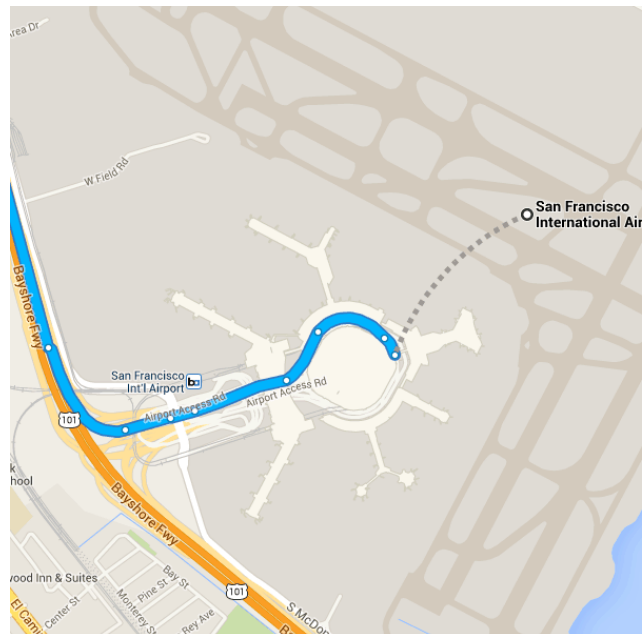
○ San Francisco International Airport

San Francisco, CA 94128

Get on US-101 N from Airport Access Rd

1.0 mi / 2 min

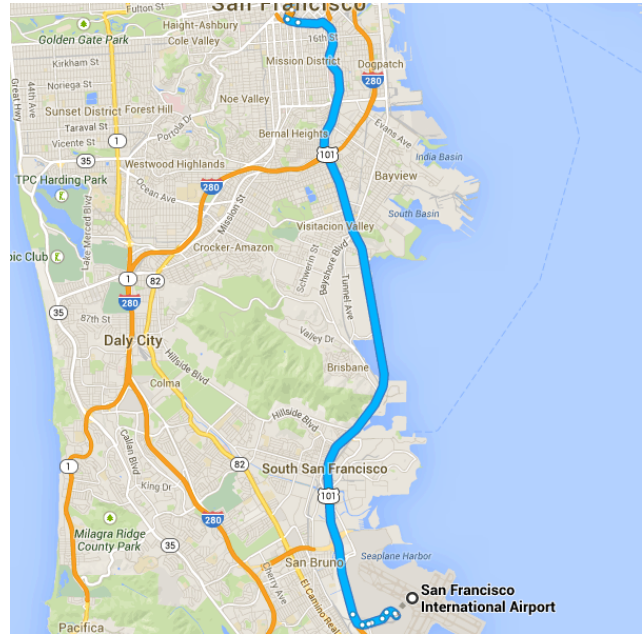
- ↑ 1. Head north
236 ft
- ↗ 2. Slight right toward Airport Access Rd
0.2 mi
- ↖ 3. Slight left toward Airport Access Rd
0.1 mi
- ↑ 4. Continue straight onto Airport Access Rd
0.2 mi
- ↗ 5. Slight right to stay on Airport Access Rd
295 ft
- ↘ 6. Keep right at the fork to continue toward US-101 N
0.1 mi
- ↘ 7. Keep left at the fork and merge onto US-101 N
0.3 mi



APPX263

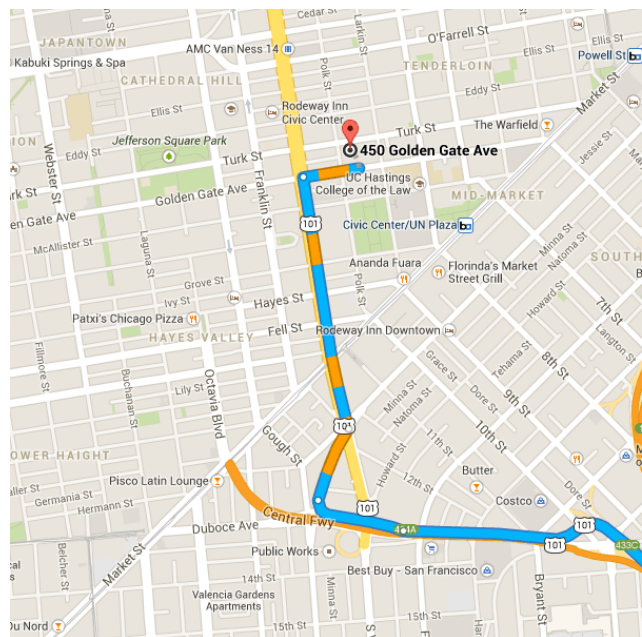
Continue to San Francisco. Take the **U.S. 101 N** exit from **US-101 N**

- 12.0 mi / 13 min
8. Merge onto **US-101 N**
- 11.8 mi
9. Exit onto **US-101 N/Mission St** toward **G G Bridge**
- 0.2 mi



Take **S Van Ness Ave** to **Golden Gate Ave**

- 0.9 mi / 3 min
10. Merge onto **US-101 N/Mission St**
- 0.2 mi
11. Turn **left** onto **S Van Ness Ave**
- 0.6 mi
12. Turn **right** onto **Golden Gate Ave**
- i** Destination will be on the left
- 0.1 mi



450 Golden Gate Ave

San Francisco, CA 94102

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2014 Google

APPX264

EXHIBIT 3

Orbitz estimate of travel times and costs for flights from
Seattle-Tacoma International Airport (“SEA”) to
Wichita Falls Municipal Airport (“SPS”),
sorted by quickest route.

Hotels Flights Vacation Packages Cars Cruises Deals Activities New! Welcome Visit Florida Cred

[Change search](#) **Seattle, WA (SEA) to Wichita Falls, TX (SPS)** **Mon, Nov 3, 2014** **Flexible Dates?**
Wichita Falls, TX (SPS) to Seattle, WA (SEA) **Fri, Nov 28, 2014** **Search +/- 3 days**

Don't Miss Out! Save up to **\$525*** by booking your Flight and Hotel together [Search now](#)

LOWEST PRICE

\$350.00

Alaska Airlines	Multiple Airlines	American Airlines	US Airways
1 stop	\$350.00	\$424.64	\$476.70
2+ stops		\$525.64	\$545.70
			\$581.05

Refine Results

Select flight times

Outbound

Take-off: Mon 12:45 AM - Tue 12:00 AM

[Show landing time](#)

Inbound

Take-off: 6:00 AM - 5:15 PM

[Show landing time](#)

Select stops

Any

1 stop **\$350**

2+ stops **\$525**

Select price range

Any

\$350-\$570 (96)

\$570-\$590 (49)

\$590-\$640 (95)

\$640-\$680 (122)

\$680-\$690 (20)

\$690-\$1,210 (118)

Select airlines

Any

Multiple Airlines **\$424**

Alaska Airlines **\$350**

American Airlines **\$476**

US Airways **\$581**

Matching Results: 500

Sort by: **Shortest Flight**Additional **baggage fees** may apply.Act Fast! Only **2 tickets** left at this price!**\$672.74**

Total cost

FREE Cancel

[Select](#)

Select this departure

Leave Mon, Nov 3

9:10 AM

Seattle SEA

4:45 PM

Wichita Falls SPS

1 stop

5hr 35min

American Airlines

2252

US Airways 8113

[Seat map](#)

Change of airlines.

Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return

Return Fri, Nov 28

6:00 AM

Wichita Falls SPS

10:05 AM

Seattle SEA

1 stop

6hr 5min

US Airways 8107

American Airlines

1207

[Seat map](#)

Change of airlines.

Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE

 Earn **\$6.73**Act Fast! Only **1 ticket** left at this price!**\$677.05**

Total cost

FREE Cancel

[Select](#)

Select this departure

Leave Mon, Nov 3

9:10 AM

Seattle SEA

4:45 PM

Wichita Falls SPS

1 stop

5hr 35min

American Airlines

2252 / 3294

[Seat map](#)

Site Feedback

Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return

Return Fri, Nov 28

6:00 AM

Wichita Falls SPS

10:05 AM

Seattle SEA

1 stop

6hr 5min

American Airlines

3288 / 1207

[Seat map](#)

Change of airlines.

Flight 3288 Operated by ENVOY AIR AS AMERICAN EAGLE

 Earn **\$6.77**Act Fast! Only **1 ticket** left at this price!**\$684.04**

Total cost

FREE Cancel

[Select](#)

Select this departure

Leave Mon, Nov 3

9:10 AM

Seattle SEA

4:45 PM

Wichita Falls SPS

1 stop

5hr 35min

American Airlines

2252 / 3294

[Seat map](#)

Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return

Return Fri, Nov 28

6:00 AM

Wichita Falls SPS

10:05 AM

Seattle SEA

1 stop

6hr 5min

US Airways 8107

American Airlines

1207

[Seat map](#)

Change of airlines.

Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE

 Earn **\$6.84**Act Fast! Only **2 tickets** left at this price!**\$725.89**

Select this departure

Leave Mon, Nov 3

9:10 AM


4:45 PM

1 stop

American Airlines


APPX266

Total cost
FREE Cancel
[Select](#)


Seattle [SEA](#) Wichita Falls [SPS](#) 5hr 35min  2252
US Airways 8113
[Seat map](#)

Change of airlines.

Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this
return **Return Fri, Nov 28**
6:00 AM Wichita Falls [SPS](#) 10:05 AM Seattle [SEA](#) 1 stop 6hr 5min  American Airlines
3288 / 1207
[Seat map](#)


Flight 3288 Operated by ENVOY AIR AS AMERICAN EAGLE

 Earn **\$7.26**


Act Fast! Only [2 tickets](#) left at this price!

[Flight details](#)

\$762.89
Total cost
FREE Cancel
[Select](#)


Select this
departure **Leave Mon, Nov 3**
9:10 AM Seattle [SEA](#) 4:45 PM Wichita Falls [SPS](#) 1 stop 5hr 35min  US Airways 2252 /
8113
[Seat map](#)

Flight 2252 Operated by American Airlines
Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this
return **Return Fri, Nov 28**
6:00 AM Wichita Falls [SPS](#) 10:05 AM Seattle [SEA](#) 1 stop 6hr 5min  US Airways 8107 /
American Airlines
1207
[Seat map](#)

Change of airlines.


Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE

 Earn **\$7.63**

Act Fast! Only [2 tickets](#) left at this price!


[Flight details](#)

\$775.54
Total cost
FREE Cancel
[Select](#)


Select this
departure **Leave Mon, Nov 3**
9:10 AM Seattle [SEA](#) 4:45 PM Wichita Falls [SPS](#) 1 stop 5hr 35min  American Airlines
2252
US Airways 8113
[Seat map](#)

Change of airlines.

Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this
return **Return Fri, Nov 28**
6:00 AM Wichita Falls [SPS](#) 10:05 AM Seattle [SEA](#) 1 stop 6hr 5min  US Airways 8107 /
1207
[Seat map](#)


Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 1207 Operated by American Airlines

 Earn **\$7.76**


Act Fast! Only [2 tickets](#) left at this price!

[Flight details](#)


\$849.05
Total cost
FREE Cancel
[Select](#)

Select this
departure **Leave Mon, Nov 3**
9:10 AM Seattle [SEA](#) 4:45 PM Wichita Falls [SPS](#) 1 stop 5hr 35min  US Airways 2252 /
8113
[Seat map](#)

Flight 2252 Operated by American Airlines
Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this
return **Return Fri, Nov 28**
6:00 AM Wichita Falls [SPS](#) 10:05 AM Seattle [SEA](#) 1 stop 6hr 5min  US Airways 8107 /
1207
[Seat map](#)


Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 1207 Operated by American Airlines

 Earn **\$8.49**


Act Fast! Only [2 tickets](#) left at this price!

[Flight details](#)

\$857.19
Total cost
FREE Cancel
[Select](#)

Select this
departure **Leave Mon, Nov 3**
9:10 AM Seattle [SEA](#) 4:45 PM Wichita Falls [SPS](#) 1 stop 5hr 35min  US Airways 2252 /
8113
[Seat map](#)

Flight 2252 Operated by American Airlines
Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this
return **Return Fri, Nov 28**
6:00 AM Wichita Falls [SPS](#) 10:05 AM Seattle [SEA](#) 1 stop 6hr 5min  American Airlines
3288 / 1207
[Seat map](#)

Flight 3288 Operated by ENVOY AIR AS AMERICAN EAGLE

APPX267

Earn \$8.57

Act Fast! Only **2 tickets** left at this price!

\$576.84
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
9:10 AM
Seattle [SEA](#)

4:45 PM
Wichita Falls [SPS](#)

1 stop
5hr 35min

American Airlines
2252
US Airways 8113
[Seat map](#)

[Select](#)

Change of airlines.
Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
6:00 AM
Wichita Falls [SPS](#)

10:20 AM
Seattle [SEA](#)

1 stop
6hr 20min

US Airways 8107
Alaska Airlines 665
[Seat map](#)

Change of airlines.
Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$5.77

Act Fast! Only **2 tickets** left at this price!

\$657.34
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
9:10 AM
Seattle [SEA](#)

4:45 PM
Wichita Falls [SPS](#)

1 stop
5hr 35min

US Airways 2252 / 8113
[Seat map](#)

[Select](#)

Flight 2252 Operated by American Airlines
Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
6:00 AM
Wichita Falls [SPS](#)

10:20 AM
Seattle [SEA](#)

1 stop
6hr 20min

US Airways 8107
Alaska Airlines 665
[Seat map](#)

Change of airlines.
Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$6.57

Act Fast! Only **2 tickets** left at this price!

\$717.14
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
9:10 AM
Seattle [SEA](#)

4:45 PM
Wichita Falls [SPS](#)

1 stop
5hr 35min

American Airlines
2252 / 3294
[Seat map](#)

[Select](#)

Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
6:00 AM
Wichita Falls [SPS](#)

10:20 AM
Seattle [SEA](#)

1 stop
6hr 20min

US Airways 8107
Alaska Airlines 665
[Seat map](#)

Change of airlines.
Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$7.17

Act Fast! Only **2 tickets** left at this price!

\$719.69
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
9:10 AM
Seattle [SEA](#)

4:45 PM
Wichita Falls [SPS](#)

1 stop
5hr 35min

American Airlines
2252
US Airways 8113
[Seat map](#)

[Select](#)

Change of airlines.
Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
6:00 AM
Wichita Falls [SPS](#)

10:20 AM
Seattle [SEA](#)

1 stop
6hr 20min

Alaska Airlines
4419 / 665
[Seat map](#)

Flight 4419 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$7.20

Act Fast! Only **2 tickets** left at this price!

\$800.19
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
9:10 AM
Seattle [SEA](#)

4:45 PM
Wichita Falls [SPS](#)

1 stop
5hr 35min

US Airways 2252 / 8113
[Seat map](#)

Flight 2252 Operated by American Airlines
Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

APPX268

Select


Select this return

Return Fri, Nov 28

6:00 AM Wichita Falls [SPS](#)

10:20 AM Seattle [SEA](#)

1 stop 6hr 20min



Alaska Airlines 4419 / 665 [Seat map](#)

Flight 4419 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$8.00

Flight details

\$859.99

Total cost

FREE Cancel

Select


Select this departure

Leave Mon, Nov 3

9:10 AM Seattle [SEA](#)

4:45 PM Wichita Falls [SPS](#)

1 stop 5hr 35min



American Airlines 2252 / 3294 [Seat map](#)

Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE


Select this return

Return Fri, Nov 28

6:00 AM Wichita Falls [SPS](#)

10:20 AM Seattle [SEA](#)

1 stop 6hr 20min



Alaska Airlines 4419 / 665 [Seat map](#)

Flight 4419 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$8.60

Act Fast! Only 4 tickets left at this price!

Flight details

\$631.55

Total cost

FREE Cancel

Select


Select this departure

Leave Mon, Nov 3

12:55 PM Seattle [SEA](#)

8:50 PM Wichita Falls [SPS](#)

1 stop 5hr 55min



American Airlines 7114 / 3773 [Seat map](#)

Flight 7114 Operated by Alaska Airlines
Flight 3773 Operated by ENVOY AIR AS AMERICAN EAGLE


Select this return

Return Fri, Nov 28

6:00 AM Wichita Falls [SPS](#)

10:05 AM Seattle [SEA](#)

1 stop 6hr 5min



American Airlines 3288 / 1207 [Seat map](#)

Flight 3288 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$6.32

Act Fast! Only 5 tickets left at this price!

Flight details

\$638.54

Total cost

FREE Cancel

Select


Select this departure

Leave Mon, Nov 3

12:55 PM Seattle [SEA](#)

8:50 PM Wichita Falls [SPS](#)

1 stop 5hr 55min



American Airlines 7114 / 3773 [Seat map](#)

Flight 7114 Operated by Alaska Airlines
Flight 3773 Operated by ENVOY AIR AS AMERICAN EAGLE


Select this return

Return Fri, Nov 28

6:00 AM Wichita Falls [SPS](#)

10:05 AM Seattle [SEA](#)

1 stop 6hr 5min



US Airways 8107 [Seat map](#)

Change of airlines.
Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$6.39

Act Fast! Only 1 ticket left at this price!

Flight details

\$677.05

Total cost

FREE Cancel

Select


Select this departure

Leave Mon, Nov 3

9:10 AM Seattle [SEA](#)

4:45 PM Wichita Falls [SPS](#)

1 stop 5hr 35min



American Airlines 2252 / 3294 [Seat map](#)

Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE


Select this return

Return Fri, Nov 28

9:50 AM Wichita Falls [SPS](#)

2:15 PM Seattle [SEA](#)

1 stop 6hr 25min



American Airlines 2879 / 2248 [Seat map](#)

Flight 2879 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$6.77

Act Fast! Only 1 ticket left at this price!

Flight details

\$684.04

Total cost

FREE Cancel


Select this departure

Leave Mon, Nov 3

9:10 AM Seattle [SEA](#)

4:45 PM Wichita Falls [SPS](#)

1 stop 5hr 35min



American Airlines 2252 / 3294 [Seat map](#)

Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

APPX269

http://www.orbitz.com/shop/airsearch?type=air&ar.type=roundTrip&strm=true&ar.rt.leaveSlice.orig.key=SEA&_ar.rt.leaveSlice.originRadius=0&ar.rt.leaveSlice.d... 4/6

- A514 -

Select


Select this return

Return Fri, Nov 28

9:50 AM Wichita Falls [SPS](#)

2:15 PM Seattle [SEA](#)

1 stop 6hr 25min

 **US Airways** 3593
American Airlines 2248
[Seat map](#)

Change of airlines.

Flight 3593 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$6.84

Act Fast! Only [2 tickets](#) left at this price!

Flight details

\$725.89

Total cost

FREE Cancel

Select


Select this departure

Leave Mon, Nov 3

9:10 AM Seattle [SEA](#)

4:45 PM Wichita Falls [SPS](#)

1 stop 5hr 35min

 **American Airlines** 2252
US Airways 8113
[Seat map](#)

Change of airlines.

Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE


Select this return

Return Fri, Nov 28

9:50 AM Wichita Falls [SPS](#)

2:15 PM Seattle [SEA](#)

1 stop 6hr 25min

 **American Airlines** 2879 / 2248
[Seat map](#)

Change of airlines.

Flight 2879 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$7.26

Act Fast! Only [2 tickets](#) left at this price!

Flight details

\$762.89

Total cost

FREE Cancel

Select


Select this departure

Leave Mon, Nov 3

9:10 AM Seattle [SEA](#)

4:45 PM Wichita Falls [SPS](#)

1 stop 5hr 35min

 **US Airways** 2252 / 8113
[Seat map](#)

Flight 2252 Operated by American Airlines
Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE


Select this return

Return Fri, Nov 28

9:50 AM Wichita Falls [SPS](#)

2:15 PM Seattle [SEA](#)

1 stop 6hr 25min

 **US Airways** 3593
American Airlines 2248
[Seat map](#)

Change of airlines.

Flight 3593 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$7.63

Act Fast! Only [5 tickets](#) left at this price!

Flight details

\$765.69

Total cost

FREE Cancel

Select


Select this departure

Leave Mon, Nov 3

12:55 PM Seattle [SEA](#)

8:50 PM Wichita Falls [SPS](#)

1 stop 5hr 55min

 **Alaska Airlines** 664 / 4300
[Seat map](#)

Flight 4300 Operated by ENVOY AIR AS AMERICAN EAGLE


Select this return

Return Fri, Nov 28

6:00 AM Wichita Falls [SPS](#)

10:05 AM Seattle [SEA](#)

1 stop 6hr 5min

 **US Airways** 8107
American Airlines 1207
[Seat map](#)

Change of airlines.

Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$7.66

Act Fast! Only [2 tickets](#) left at this price!

Flight details

\$849.05

Total cost

FREE Cancel

Select


Select this departure

Leave Mon, Nov 3

9:10 AM Seattle [SEA](#)

4:45 PM Wichita Falls [SPS](#)

1 stop 5hr 35min

 **US Airways** 2252 / 8113
[Seat map](#)

Flight 2252 Operated by American Airlines
Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE


Select this return

Return Fri, Nov 28

9:50 AM Wichita Falls [SPS](#)

2:15 PM Seattle [SEA](#)

1 stop 6hr 25min

 **US Airways** 3593 / 2248
[Seat map](#)

Flight 3593 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 2248 Operated by American Airlines

Earn \$8.49

APPX270


http://www.orbitz.com/shop/airsearch?type=air&ar.type=roundTrip&strm=true&ar.rt.leaveSlice.orig.key=SEA&_ar.rt.leaveSlice.originRadius=0&ar.rt.leaveSlice.d... 5/6

- A515 -


Act Fast! Only [2 tickets](#) left at this price!

[Flight details](#)


\$857.19
Total cost
FREE Cancel
[Select](#)

Select this departure **Leave Mon, Nov 3**
9:10 AM Seattle [SEA](#) **4:45 PM** Wichita Falls [SPS](#) **1 stop** 5hr 35min  **US Airways** 2252 / 8113
[Seat map](#)

Flight 2252 Operated by American Airlines
Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
9:50 AM Wichita Falls [SPS](#) **2:15 PM** Seattle [SEA](#) **1 stop** 6hr 25min  **American Airlines** 2879 / 2248
[Seat map](#)


Flight 2879 Operated by ENVOY AIR AS AMERICAN EAGLE

 **Earn \$8.57**


Act Fast! Only [5 tickets](#) left at this price!

[Flight details](#)


\$858.84
Total cost
FREE Cancel
[Select](#)

Select this departure **Leave Mon, Nov 3**
12:55 PM Seattle [SEA](#) **8:50 PM** Wichita Falls [SPS](#) **1 stop** 5hr 55min  **Alaska Airlines** 664 / 4300
[Seat map](#)

Flight 4300 Operated by ENVOY AIR AS AMERICAN EAGLE


Select this return **Return Fri, Nov 28**
6:00 AM Wichita Falls [SPS](#) **10:05 AM** Seattle [SEA](#) **1 stop** 6hr 5min  **US Airways** 8107 / 1207
[Seat map](#)

Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 1207 Operated by American Airlines


 **Earn \$8.59**

[Flight details](#)


\$859.99
Total cost
FREE Cancel
[Select](#)

Select this departure **Leave Mon, Nov 3**
12:55 PM Seattle [SEA](#) **8:50 PM** Wichita Falls [SPS](#) **1 stop** 5hr 55min  **Alaska Airlines** 664 / 4300
[Seat map](#)

Flight 4300 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
6:00 AM Wichita Falls [SPS](#) **10:05 AM** Seattle [SEA](#) **1 stop** 6hr 5min  **American Airlines** 3288 / 1207
[Seat map](#)

Flight 3288 Operated by ENVOY AIR AS AMERICAN EAGLE

 **Earn \$8.60**

[See 25 more result\(s\)](#)

[Return to top](#) | [Change search](#)

Showing: 25 of 500 results

*Savings based on all vacation package bookings with Flight + Hotel on [www.orbitz.com](#) in 2013, as compared to price of the same components booked separately. Savings will vary based on origin/destination, length of trip, stay dates and selected travel supplier(s). Savings not available on all packages.

Prices shown are 'from prices' and are an average per traveller including [all airfare taxes and fees](#) and [any applicable service fees](#).

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APPX271

<http://www.orbitz.com/shop/airsearch?type=air&ar.type=roundTrip&strm=true&ar.rt.leaveSlice.orig.key=SEA&ar.rt.leaveSlice.originRadius=0&ar.rt.leaveSlice.d...> 6/6

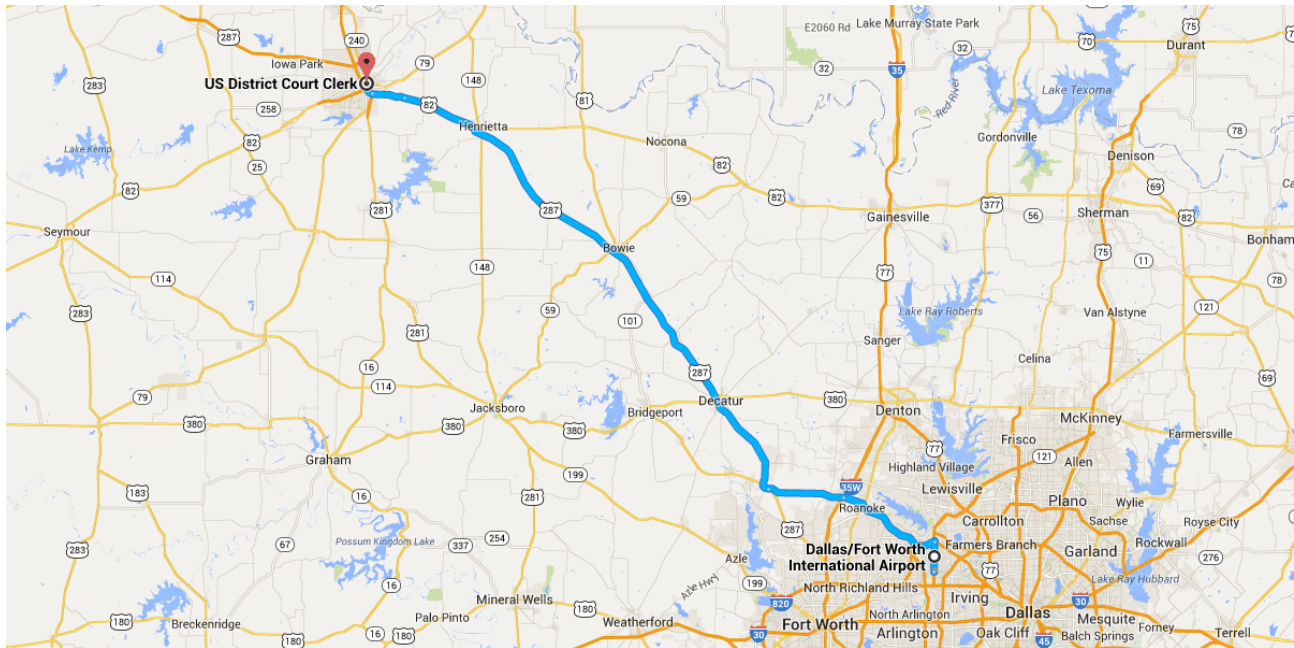
EXHIBIT 4

Google Directions from
Dallas/Fort Worth International Airport (“DFW”) to
the Wichita Falls Courthouse, located at
1000 Lamar Street, Wichita Falls, TX 76301



Drive 123 miles, 1 h 56 min

Directions from Dallas/Fort Worth International Airport to US District Court Clerk



○ Dallas/Fort Worth International Airport

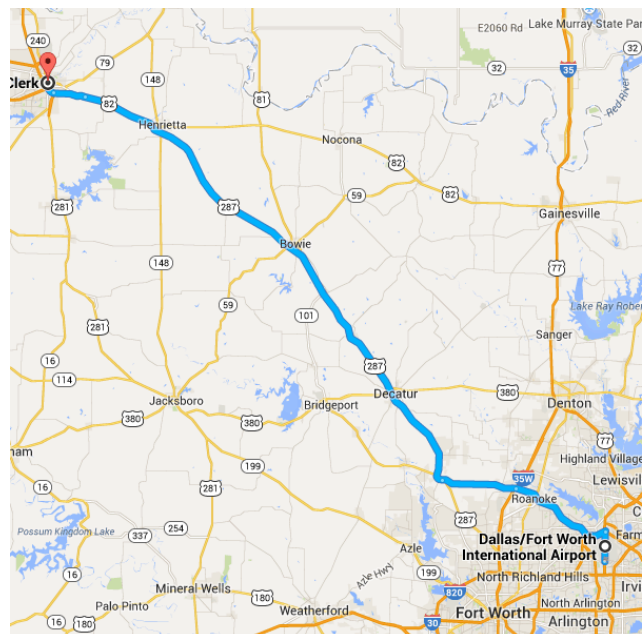
3200 E Airfield Dr, DFW Airport, TX 75261

⚠ This route has tolls.

Take Rte 114 W/State 114 W/State Rte 114 W/TX-114 W and US-287 N to 10th St in Wichita Falls


123 mi / 1 h 54 min

- ↑ 1. Head **north** on **International Pkwy**
⚠ Partial toll road
4.5 mi
- ↘ 2. Take the exit onto **Hwy 114 W**
2.5 mi
- 3. Keep **right** to continue on **Hwy 114 W/Rte 114 W/State 114 W/State Rte 114 W/TX-114 W**
14.4 mi
- ↙ 4. Slight **left** onto **Rte 114 W/State 114 W/State Rte 114 W/TX-114 W**
11.5 mi




APPX273

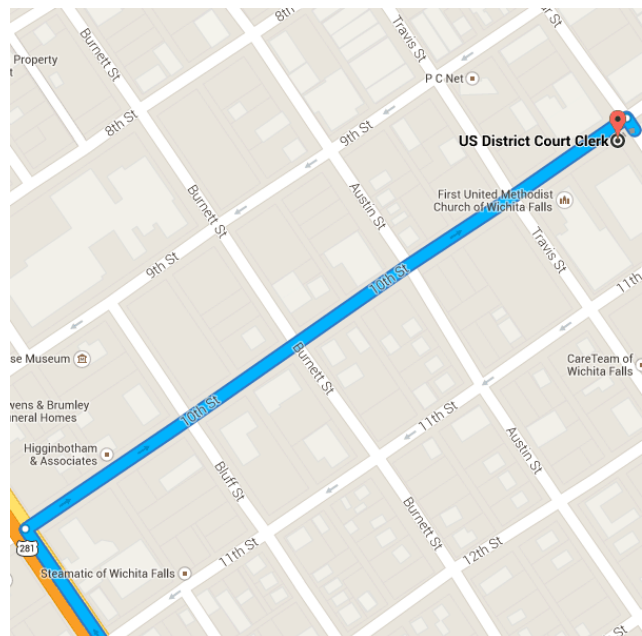
5. Keep **left** at the fork, follow signs for **US-81 N/US-287 N/TX-114 W/Decatur/Bridgeport** and merge onto **TX-114 W/US-287 N/US-81 N**

 Continue to follow US-287 N

- 83.4 mi
6. Continue onto **US-287 N/US-82 W**
- 4.8 mi
7. Continue onto **US-287 N**
- 1.2 mi
8. Take the exit toward **Broad St**
- 0.3 mi
9. Merge onto **Broad St/Central Fwy**
- 0.4 mi

Follow **10th St** to **Lamar St**

- 0.4 mi / 2 min
10. Turn **right** onto **10th St**
- 0.4 mi
11. Turn **right** onto **Lamar St**
-  Destination will be on the right
- 46 ft



US District Court Clerk

1000 Lamar St, Wichita Falls, TX 76301

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2014 Google

APPX274

EXHIBIT 5

Orbitz estimate of travel times from
Taiwan Taoyuan International Airport (“TPE”) to
San Francisco International Airport (“SFO”),
sorted by quickest route.

Hotels Flights Vacation Packages Cars Cruises Deals Activities New! Welcome Visit Florida Cred

[Change search](#) **Taipei (TPE) to San Francisco, CA (SFO)** **Mon, Nov 3, 2014** **Flexible Dates?**
San Francisco, CA (SFO) to Taipei (TPE) **Fri, Nov 28, 2014** **Search +/- 3 days**

Don't Miss Out! Save up to \$525* by booking your Flight and Hotel together [Search now](#)

LOWEST PRICE

\$857.20

Hide Matrix

	China Eastern Airlines	Philippine Airlines	Multiple Airlines	United Airlines	Korean Air	ANA All Nippon Airways	Delta Air Lines	EVA Air
Non-stop			\$2,843.39	\$1,157.40			\$1,505.40	\$1,529.40
1+ stops	\$857.20	\$861.39	\$861.39	\$1,172.80	\$1,191.62	\$1,200.20	\$1,512.40	\$1,619.40

Refine Results

Select flight times

Outbound

Take-off: 12:15 AM - 11:45 PM

[Show landing time](#)

Inbound

Take-off: 12:00 AM - 11:15 PM

[Show landing time](#)

Select stops

Any	
Non-stop	\$1,157
1 stop	\$857
2+ stops	\$861

Select price range

Any	
\$857-\$1,520 (88)	
\$1,520-\$1,890 (65)	
\$1,890-\$2,660 (71)	
\$2,660-\$4,350 (70)	
\$4,350-\$11,220 (69)	
\$11,220-\$12,640 (126)	

Select airlines

Any	
Multiple Airlines	\$861
Air Canada	\$1,594
Air China	\$2,332
All Nippon Airways	\$1,200
Asiana Airlines	\$2,244
Cathay Pacific	\$3,090
China Airlines	\$1,855
China Eastern Airlines	\$857
Delta Air Lines	\$1,505
Emirates	\$1,903

[See all](#)

Matching Results: 489

Sort by: **Shortest Flight**Additional **baggage fees** may apply.

\$1,505.40 Total cost
FREE Cancel
[Select](#)

Flight details

Select this departure **Leave Mon, Nov 3**
11:40 PM **Taipei TPE** **6:30 PM** **San Francisco SFO** **non-stop** **10hr 50min** **Delta Air Lines 7725**
[Seat map](#)

Flight 7725 Operated by China Airlines

Select this return **Return Fri, Nov 28**
12:05 AM **San Francisco SFO** **6:00 AM** **Taipei TPE** **non-stop** **13hr 55min** **Delta Air Lines 7731**
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
 Flight 7731 Operated by China Airlines

Earn \$15.05

\$1,855.40 Total cost
FREE Cancel
[Select](#)

Flight details

Select this departure **Leave Mon, Nov 3**
11:40 PM **Taipei TPE** **6:30 PM** **San Francisco SFO** **non-stop** **10hr 50min** **China Airlines 4**
[Seat map](#)

Select this return **Return Fri, Nov 28**
12:05 AM **San Francisco SFO** **6:00 AM** **Taipei TPE** **non-stop** **13hr 55min** **China Airlines 3**
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
[Site Feedback](#)

Earn \$18.55

\$1,157.40 Total cost
FREE Cancel
[Select](#)

Flight details

Select this departure **Leave Mon, Nov 3**
11:40 PM **Taipei TPE** **6:50 AM** **San Francisco SFO** **non-stop** **11hr 10min** **United Airlines 872**
[Seat map](#)

Select this return **Return Fri, Nov 28**
12:55 PM **San Francisco SFO** **6:35 PM** **Taipei TPE** **non-stop** **13hr 40min** **United Airlines 871**
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.

Earn \$11.57

\$1,529.40 Total cost
FREE Cancel
[Select](#)

Flight details

Select this departure **Leave Mon, Nov 3**
11:30 PM **Taipei TPE** **6:30 PM** **San Francisco SFO** **non-stop** **11hr 0min** **EVA Air 28**

Select this return **Return Fri, Nov 28**
12:15 AM **San Francisco SFO** **6:15 AM** **Taipei TPE** **non-stop** **14hr 0min** **EVA Air 17**

This is an overnight flight, which will arrive one (1) day later.

Earn \$15.29














\$1,536.40

Leave Mon, Nov 3

APPX276


5/16/2014

Case 7:14-cv-00014-O Document 91-5 Filed 06/10/14 Page 41 of 65 PageID 1363


<p>Total cost FREE Cancel</p> <p>Select this departure</p> <p>7:50 PM Taipei TPE</p> <p>Select this return</p> <p>Return Fri, Nov 28 12:15 AM San Francisco SFO</p> <p>2:50 PM San Francisco SFO</p> <p>6:15 AM Taipei TPE</p> <p>non-stop 11hr 0min</p> <p>non-stop 14hr 0min</p> <p> EVA Air 18</p> <p> EVA Air 17</p> <p>This is an overnight flight, which will arrive one (1) day later.</p> <p>Earn \$15.36</p>	<p>Flight details</p> <p>\$1,562.40 Total cost FREE Cancel</p> <p>Select this departure</p> <p>Leave Mon, Nov 3 11:30 PM Taipei TPE</p> <p>Select this return</p> <p>Return Fri, Nov 28 12:40 AM San Francisco SFO</p> <p>6:30 PM San Francisco SFO</p> <p>6:40 AM Taipei TPE</p> <p>non-stop 11hr 0min</p> <p>non-stop 14hr 0min</p> <p> EVA Air 28</p> <p> EVA Air 7</p> <p>This is an overnight flight, which will arrive one (1) day later.</p> <p>Earn \$15.62</p>	<p>Flight details</p> <p>\$1,569.40 Total cost FREE Cancel</p> <p>Select this departure</p> <p>Leave Mon, Nov 3 7:50 PM Taipei TPE</p> <p>Select this return</p> <p>Return Fri, Nov 28 12:40 AM San Francisco SFO</p> <p>2:50 PM San Francisco SFO</p> <p>6:40 AM Taipei TPE</p> <p>non-stop 11hr 0min</p> <p>non-stop 14hr 0min</p> <p> EVA Air 18</p> <p> EVA Air 7</p> <p>This is an overnight flight, which will arrive one (1) day later.</p> <p>Earn \$15.69</p>	<p>Flight details</p> <p>\$2,843.39 Total cost FREE Cancel</p> <p>Select this departure</p> <p>Leave Mon, Nov 3 11:40 PM Taipei TPE</p> <p>Select this return</p> <p>Return Fri, Nov 28 12:05 AM San Francisco SFO</p> <p>6:50 AM San Francisco SFO</p> <p>6:00 AM Taipei TPE</p> <p>non-stop 11hr 10min</p> <p>non-stop 13hr 55min</p> <p> United Airlines 872 Seat map</p> <p> Delta Air Lines 7731 Seat map</p> <p>This is an overnight flight, which will arrive one (1) day later.</p> <p>Flight 7731 Operated by China Airlines</p> <p>Earn \$28.43</p>	<p>Flight details</p> <p>\$1,529.40 Total cost FREE Cancel</p> <p>Select this departure</p> <p>Leave Mon, Nov 3 11:30 PM Taipei TPE</p> <p>Select this return</p> <p>Return Fri, Nov 28 4:20 PM San Francisco SFO</p> <p>6:30 PM San Francisco SFO</p> <p>10:30 PM Taipei TPE</p> <p>non-stop 11hr 0min</p> <p>non-stop 14hr 10min</p> <p> EVA Air 28</p> <p> EVA Air 27</p> <p>This is an overnight flight, which will arrive one (1) day later.</p> <p>Earn \$15.29</p>	<p>Flight details</p> <p>\$1,536.40 Total cost FREE Cancel</p> <p>Select this departure</p> <p>Leave Mon, Nov 3 7:50 PM Taipei TPE</p> <p>Select this return</p> <p>Return Fri, Nov 28 4:20 PM San Francisco SFO</p> <p>2:50 PM San Francisco SFO</p> <p>10:30 PM Taipei TPE</p> <p>non-stop 11hr 0min</p> <p>non-stop 14hr 10min</p> <p> EVA Air 18</p> <p> EVA Air 27</p> <p>This is an overnight flight, which will arrive one (1) day later.</p> <p>Earn \$15.36</p>	<p>Flight details</p> <p>\$1,619.40 Total cost</p> <p>Select this departure</p> <p>Leave Mon, Nov 3 11:30 PM Taipei TPE</p> <p>6:30 PM San Francisco SFO</p> <p>non-stop 11hr 0min</p> <p> EVA Air 28</p>
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APPX277

FREE Cancel


Select this return **Return Fri, Nov 28**
8:55 PM San Francisco [SFO](#) 5:50 AM Taipei [TPE](#) 1 stop 16hr 55min  Alaska Airlines 223
EVA Air 25 [Seat map](#)


This flight arrives two (2) days later.
Change of airlines.

 Earn **\$16.19**


[Flight details](#)

\$1,619.40
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
7:50 PM Taipei [TPE](#) 2:50 PM San Francisco [SFO](#) non-stop 11hr 0min  EVA Air 18


Select this return **Return Fri, Nov 28**
8:55 PM San Francisco [SFO](#) 5:50 AM Taipei [TPE](#) 1 stop 16hr 55min  Alaska Airlines 223
EVA Air 25 [Seat map](#)

This flight arrives two (2) days later.
Change of airlines.


 Earn **\$16.19**

[Flight details](#)


\$1,512.40
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
11:40 PM Taipei [TPE](#) 6:30 PM San Francisco [SFO](#) non-stop 10hr 50min  Delta Air Lines 7725
[Seat map](#)

Flight 7725 Operated by China Airlines


Select this return **Return Fri, Nov 28**
8:00 PM San Francisco [SFO](#) 5:50 AM Taipei [TPE](#) 1 stop 17hr 50min  Delta Air Lines 6449 / 7730
[Seat map](#)


This flight arrives two (2) days later.
Flight 6449 Operated by COMPASS AIRLINE-DL CONNECTION-DL SHUTTLE
Flight 7730 Operated by China Airlines

 Earn **\$15.12**


[Flight details](#)

\$1,862.40
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
11:40 PM Taipei [TPE](#) 6:30 PM San Francisco [SFO](#) non-stop 10hr 50min  China Airlines 4
[Seat map](#)


Select this return **Return Fri, Nov 28**
8:00 PM San Francisco [SFO](#) 5:50 AM Taipei [TPE](#) 1 stop 17hr 50min  Delta Air Lines 6449
China Airlines 7 [Seat map](#)

This flight arrives two (2) days later.
Change of airlines.
Flight 6449 Operated by COMPASS AIRLINE-DL CONNECTION-DL SHUTTLE


 Earn **\$18.62**

[Flight details](#)


\$1,317.29
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
9:00 AM Taipei [TPE](#) 8:15 AM San Francisco [SFO](#) 1 stop 15hr 15min  China Southern Airlines 4803
United Airlines 858 [Seat map](#)

Change of airlines.
Flight 4803 Operated by China Airlines


Select this return **Return Fri, Nov 28**
12:55 PM San Francisco [SFO](#) 6:35 PM Taipei [TPE](#) non-stop 13hr 40min  United Airlines 871
[Seat map](#)


This is an overnight flight, which will arrive one (1) day later.

 Earn **\$13.17**

[Flight details](#)

\$1,384.79
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
11:40 AM Taipei [TPE](#) 6:50 AM San Francisco [SFO](#) non-stop 11hr 10min  United Airlines 872
[Seat map](#)

Select this return **Return Fri, Nov 28**
11:10 AM San Francisco [SFO](#) 9:00 PM Taipei [TPE](#) 1 stop 17hr 50min  All Nippon Airways 7 / 1083
[Seat map](#)

APPX278

This is an overnight flight, which will arrive one (1) day later.

Earn \$13.85

Act Fast! Only **4 tickets** left at this price!

\$1,471.80
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
11:40 AM
Taipei [TPE](#)

6:50 AM
San Francisco [SFO](#)

non-stop
11hr 10min

United Airlines 872
[Seat map](#)

Select

Select this return **Return Fri, Nov 28**
11:10 AM
San Francisco [SFO](#)

9:00 PM
Taipei [TPE](#)

1 stop
17hr 50min

United Airlines 9689 / 9683
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Flight 9689 / 9683 Operated by All Nippon Airways

Earn \$14.72

Act Fast! Only **4 tickets** left at this price!

\$1,481.79
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
11:40 AM
Taipei [TPE](#)

6:50 AM
San Francisco [SFO](#)

non-stop
11hr 10min

United Airlines 872
[Seat map](#)

Select

Select this return **Return Fri, Nov 28**
11:10 AM
San Francisco [SFO](#)

9:00 PM
Taipei [TPE](#)

1 stop
17hr 50min

United Airlines 9689 / All Nippon Airways 1083
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.
Flight 9689 Operated by All Nippon Airways

Earn \$14.82

\$1,512.40
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
11:40 PM
Taipei [TPE](#)

6:30 PM
San Francisco [SFO](#)

non-stop
10hr 50min

Delta Air Lines 7725
[Seat map](#)

Flight 7725 Operated by China Airlines

Select

Select this return **Return Fri, Nov 28**
11:00 AM
San Francisco [SFO](#)

9:10 PM
Taipei [TPE](#)

1 stop
18hr 10min

Delta Air Lines 6431 / 7734
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Flight 6431 Operated by COMPASS AIRLINE-DL CONNECTION-DL SHUTTLE
Flight 7734 Operated by China Airlines

Earn \$15.12

\$2,850.39
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
11:40 AM
Taipei [TPE](#)

6:50 AM
San Francisco [SFO](#)

non-stop
11hr 10min

United Airlines 872
[Seat map](#)

Select

Select this return **Return Fri, Nov 28**
8:00 PM
San Francisco [SFO](#)

5:50 AM
Taipei [TPE](#)

1 stop
17hr 50min

Delta Air Lines 6449 / 7730
[Seat map](#)

This flight arrives two (2) days later.
Flight 6449 Operated by COMPASS AIRLINE-DL CONNECTION-DL SHUTTLE
Flight 7730 Operated by China Airlines

Earn \$28.50

\$1,590.59
Total cost
FREE Cancel

Select this flight **Leave Mon, Nov 3**
4:50 PM
Taipei [TSA](#)

4:15 PM
San Francisco [SFO](#)

1 stop
15hr 25min

All Nippon Airways 1188 / United Airlines 876
[Seat map](#)

Select

Change of airlines.

Select this flight **Return Fri, Nov 28**
12:55 PM
San Francisco [SFO](#)

6:35 PM
Taipei [TPE](#)

non-stop
13hr 40min

United Airlines 871
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.

APPX279

This trip starts and ends at different airports.

Earn \$15.91


\$1,619.40
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
11:30 PM
Taipei [TPE](#)


Select this return **Return Fri, Nov 28**
12:30 PM
San Francisco [SFO](#)

6:30 PM
San Francisco [SFO](#)

non-stop
11hr 0min

 **EVA Air 28**

1 stop
18hr 5min

 **United Airlines 342**
EVA Air 11
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.

Earn \$16.19


\$1,512.40
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
5:10 PM
Taipei [TPE](#)

Select this return **Return Fri, Nov 28**
12:05 AM
San Francisco [SFO](#)

4:21 PM
San Francisco [SFO](#)


1 stop
15hr 11min

 **Delta Air Lines 7732**
/ 6438
[Seat map](#)

Flight 7732 Operated by China Airlines
Flight 6438 Operated by COMPASS AIRLINE-DL CONNECTION-DL SHUTTLE

6:00 AM
Taipei [TPE](#)

non-stop
13hr 55min

 **Delta Air Lines 7731**
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Flight 7731 Operated by China Airlines

Earn \$15.12

Act Fast! Only 4 tickets left at this price!


\$1,172.80
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
11:40 AM
Taipei [TPE](#)

Select this return **Return Fri, Nov 28**
11:00 AM
San Francisco [SFO](#)


6:50 AM
San Francisco [SFO](#)

non-stop
11hr 10min

 **United Airlines 872**
[Seat map](#)

9:00 PM
Taipei [TPE](#)

1 stop
18hr 0min

 **United Airlines 837 / 9683**
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Flight 9683 Operated by All Nippon Airways

Earn \$11.73


\$1,182.79
Total cost
FREE Cancel

Select this departure **Leave Mon, Nov 3**
11:40 AM
Taipei [TPE](#)

Select this return **Return Fri, Nov 28**
11:00 AM
San Francisco [SFO](#)


6:50 AM
San Francisco [SFO](#)

non-stop
11hr 10min

 **United Airlines 872**
[Seat map](#)

9:00 PM
Taipei [TPE](#)

1 stop
18hr 0min

 **United Airlines 837**
All Nippon Airways 1083
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.

Earn \$11.83

[See 25 more result\(s\)](#)

[Return to top](#) | [Change search](#)

Showing: 25 of 489 results

*Savings based on all vacation package bookings with Flight + Hotel on www.orbitz.com in 2013, as compared to price of the same components booked separately. Savings will vary based on origin/destination, length of trip, stay dates and selected travel supplier(s). Savings not available on all packages.

Prices shown are 'from prices' and are an average per traveller including all [airfare taxes and fees](#) and any applicable service fees.

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APPX280

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CST 2063530-50; Haw aii TAR-5627; low a 644; Nevada 2003-0387; Washington 602-102-724



APPX281

EXHIBIT 6

Orbitz estimate of travel times from
Taiwan Taoyuan International Airport (“TPE”) to
Wichita Falls Municipal Airport (“SPS”),
sorted by quickest route.

[Change search](#)

Taipei (TPE) to Wichita Falls, TX (SPS)
Wichita Falls, TX (SPS) to Taipei (TPE)

Mon, Nov 3, 2014
Fri, Nov 28, 2014

Flexible Dates?
Search +/- 3 days

Don't Miss Out! Save up to \$525* by booking your Flight and Hotel together [Search now](#)

LOWEST PRICE

\$1,314.00[Hide Matrix](#)

2+ stops	Multiple Airlines	American Airlines	US Airways	Japan Airlines	United Airlines	Cathay Pacific
	\$1,314.00	\$1,314.00	\$1,598.79	\$1,757.00	\$3,664.39	\$4,798.59

Refine Results**Select flight times****Outbound**

Take-off: Mon 7:15 AM - Tue
12:00 AM

[Show landing time](#)**Inbound**

Take-off: 6:00 AM - 5:15 PM

[Show landing time](#)**Select stops**

Any

2+ stops \$1,314

Select price range

Any

\$1,314-\$1,470 (56)

\$1,470-\$1,550 (17)

\$1,550-\$1,680 (46)

\$1,680-\$1,750 (30)

\$1,750-\$2,230 (30)

\$2,230-\$5,050 (71)

Select airlines

Any

Multiple Airlines **\$1,314**American Airlines **\$1,314**Cathay Pacific **\$4,798**Japan Airlines **\$1,757**United Airlines **\$3,664**US Airways **\$1,598****Matching Results: 250**Sort by: **Shortest Flight**Additional **baggage fees** may apply.Act Fast! Only **4 tickets** left at this price!**\$2,619.79**

Total cost

FREE Cancel

[Select](#)

Select this departure
Leave Mon, Nov 3
11:40 AM
Taipei TPE

4:45 PM
Wichita Falls SPS

2 stops
19hr 5min

United Airlines 872
 American Airlines 1658
 US Airways 8113
[Seat map](#)

Change of airlines.

Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return
Return Fri, Nov 28
9:50 AM
Wichita Falls SPS

9:40 PM
Taipei TPE

2 stops
21hr 50min

American Airlines 2879 / 61 / 8458
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.

Flight 2879 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 8458 Operated by Japan Airlines

 Earn **\$26.20****\$2,753.79**

Total cost

FREE Cancel

[Select](#)

Select this departure
Leave Mon, Nov 3
11:40 AM
Taipei TPE

4:45 PM
Wichita Falls SPS

2 stops
19hr 5min

United Airlines 872
 American Airlines 1658 / 3294
[Seat map](#)

Site Feedback

Change of airlines.

Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return
Return Fri, Nov 28
9:50 AM
Wichita Falls SPS

9:40 PM
Taipei TPE

2 stops
21hr 50min

American Airlines 2879 / 61 / 8458
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.

Flight 2879 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 8458 Operated by Japan Airlines

 Earn **\$27.54**Act Fast! Only **4 tickets** left at this price!**\$3,664.39**

Total cost

FREE Cancel

[Select](#)

Select this departure
Leave Mon, Nov 3
11:40 AM
Taipei TPE

4:45 PM
Wichita Falls SPS

2 stops
19hr 5min

United Airlines 872
 American Airlines 1658
 US Airways 8113
[Seat map](#)

Change of airlines.

Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return
Return Fri, Nov 28
6:00 AM
Wichita Falls SPS

6:35 PM
Taipei TPE

2 stops
22hr 35min

US Airways 8107
 American Airlines 1521
 United Airlines 871
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.

Change of airlines.

Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE

APPX283

Earn \$36.64

Act Fast! Only **4 tickets** left at this price!

\$3,664.39
Total cost
FREE Cancel
Select

Select this departure **Leave Mon, Nov 3**
11:40 AM
Taipei **TPE**

4:45 PM
Wichita Falls **SPS**

2 stops
19hr 5min

United Airlines 872
American Airlines 1658
US Airways 8113
[Seat map](#)

Change of airlines.
Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
6:00 AM
Wichita Falls **SPS**

6:35 PM
Taipei **TPE**

2 stops
22hr 35min

US Airways 8107
American Airlines 132
United Airlines 871
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.
Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$36.64

Act Fast! Only **4 tickets** left at this price!

\$3,788.39
Total cost
FREE Cancel
Select

Select this departure **Leave Mon, Nov 3**
11:40 AM
Taipei **TPE**

4:45 PM
Wichita Falls **SPS**

2 stops
19hr 5min

United Airlines 872
American Airlines 1658
US Airways 8113
[Seat map](#)

Change of airlines.
Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
6:00 AM
Wichita Falls **SPS**

6:35 PM
Taipei **TPE**

2 stops
22hr 35min

American Airlines 3288 / 132
United Airlines 871
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.
Flight 3288 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$37.88

Act Fast! Only **4 tickets** left at this price!

\$3,788.39
Total cost
FREE Cancel
Select

Select this departure **Leave Mon, Nov 3**
11:40 AM
Taipei **TPE**

4:45 PM
Wichita Falls **SPS**

2 stops
19hr 5min

United Airlines 872
American Airlines 1658
US Airways 8113
[Seat map](#)

Change of airlines.
Flight 8113 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
6:00 AM
Wichita Falls **SPS**

6:35 PM
Taipei **TPE**

2 stops
22hr 35min

American Airlines 3288 / 1521
United Airlines 871
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.
Flight 3288 Operated by ENVOY AIR AS AMERICAN EAGLE

Earn \$37.88

\$3,798.39
Total cost
FREE Cancel
Select

Select this departure **Leave Mon, Nov 3**
11:40 AM
Taipei **TPE**

4:45 PM
Wichita Falls **SPS**

2 stops
19hr 5min

United Airlines 872
American Airlines 1658 / 3294
[Seat map](#)

Change of airlines.
Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
6:00 AM
Wichita Falls **SPS**

6:35 PM
Taipei **TPE**

2 stops
22hr 35min

US Airways 8107
American Airlines 132
United Airlines 871
[Seat map](#)

APPX284

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.

Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE

 Earn **\$37.98**

[+ Flight details](#)

\$3,798.39

Total cost

FREE Cancel

Select

Select this departure
Leave Mon, Nov 3
11:40 AM
Taipei [TPE](#)

4:45 PM
Wichita Falls [SPS](#)

2 stops
19hr 5min



United Airlines 872
American Airlines
1658 / 3294

[Seat map](#)

Change of airlines.

Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return
Return Fri, Nov 28
6:00 AM
Wichita Falls [SPS](#)

6:35 PM
Taipei [TPE](#)

2 stops
22hr 35min



US Airways 8107
American Airlines
1521
United Airlines 871

[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.

Flight 8107 Operated by ENVOY AIR AS AMERICAN EAGLE

 Earn **\$37.98**

[+ Flight details](#)

\$3,922.39

Total cost

FREE Cancel

Select

Select this departure
Leave Mon, Nov 3
11:40 AM
Taipei [TPE](#)

4:45 PM
Wichita Falls [SPS](#)

2 stops
19hr 5min



United Airlines 872
American Airlines
1658 / 3294

[Seat map](#)

Change of airlines.

Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return
Return Fri, Nov 28
6:00 AM
Wichita Falls [SPS](#)

6:35 PM
Taipei [TPE](#)

2 stops
22hr 35min



American Airlines
3288 / 132
United Airlines 871

[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.

Flight 3288 Operated by ENVOY AIR AS AMERICAN EAGLE

 Earn **\$39.22**

[+ Flight details](#)

\$3,922.39

Total cost

FREE Cancel

Select

Select this departure
Leave Mon, Nov 3
11:40 AM
Taipei [TPE](#)

4:45 PM
Wichita Falls [SPS](#)

2 stops
19hr 5min



United Airlines 872
American Airlines
1658 / 3294

[Seat map](#)

Change of airlines.

Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return
Return Fri, Nov 28
6:00 AM
Wichita Falls [SPS](#)

6:35 PM
Taipei [TPE](#)

2 stops
22hr 35min



American Airlines
3288 / 1521
United Airlines 871

[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.

Flight 3288 Operated by ENVOY AIR AS AMERICAN EAGLE

 Earn **\$39.22**

[+ Flight details](#)

\$2,194.20

Total cost

FREE Cancel

Select

Select this departure
Leave Mon, Nov 3
9:40 AM
Taipei [TPE](#)

4:45 PM
Wichita Falls [SPS](#)

3 stops
21hr 5min



Delta Air Lines 276 /
166
American Airlines
2252 / 3294

[Seat map](#)

Change of airlines.

Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return
Return Fri, Nov 28
9:40 AM
Wichita Falls [SPS](#)

9:40 PM
Taipei [TPE](#)

2 stops
21hr 50min



American Airlines
2879 / 61 / 8458

[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.

Flight 2879 Operated by ENVOY AIR AS AMERICAN EAGLE

Flight 8458 Operated by Japan Airlines

APPX285

[Flight details](#)

\$2,222.40
Total cost
FREE Cancel

Select

Select this departure **Leave Mon, Nov 3**
9:40 AM
Taipei [TPE](#)

4:45 PM
Wichita Falls [SPS](#)

3 stops
21hr 5min

Delta Air Lines 276 / 166
 American Airlines 2252 / 3294
[Seat map](#)

Change of airlines.
Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
9:50 AM
Wichita Falls [SPS](#)

9:40 PM
Taipei [TPE](#)

2 stops
21hr 50min

American Airlines 2879 / 61
 Japan Airlines 809
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.
Flight 2879 Operated by ENVOY AIR AS AMERICAN EAGLE

Act Fast! Only **4 tickets** left at this price!

[Flight details](#)

\$2,533.60
Total cost
FREE Cancel

Select

Select this departure **Leave Mon, Nov 3**
9:40 AM
Taipei [TPE](#)

4:45 PM
Wichita Falls [SPS](#)

3 stops
21hr 5min

Delta Air Lines 276 / 166
 American Airlines 2252 / 3294
[Seat map](#)

Change of airlines.
Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
9:50 AM
Wichita Falls [SPS](#)

9:40 PM
Taipei [TPE](#)

2 stops
21hr 50min

American Airlines 2879
 Japan Airlines 7011 / 809
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.
Flight 2879 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 7011 Operated by American Airlines

[Flight details](#)

\$2,614.20
Total cost
FREE Cancel

Select

Select this departure **Leave Mon, Nov 3**
9:40 AM
Taipei [TPE](#)

4:45 PM
Wichita Falls [SPS](#)

3 stops
21hr 5min

Delta Air Lines 276 / 166
 American Airlines 2252 / 3294
[Seat map](#)

Change of airlines.
Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
9:50 AM
Wichita Falls [SPS](#)

9:40 PM
Taipei [TPE](#)

2 stops
21hr 50min

US Airways 3593
 American Airlines 61 / 8458
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.
Flight 3593 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 8458 Operated by Japan Airlines

[Flight details](#)

\$2,619.60
Total cost
FREE Cancel

Select

Select this departure **Leave Mon, Nov 3**
9:40 AM
Taipei [TPE](#)

4:45 PM
Wichita Falls [SPS](#)

3 stops
21hr 5min

Delta Air Lines 276 / 166
 American Airlines 2252 / 3294
[Seat map](#)

Change of airlines.
Flight 3294 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
9:50 AM
Wichita Falls [SPS](#)

9:40 PM
Taipei [TPE](#)

2 stops
21hr 50min

US Airways 3593
 Japan Airlines 7011 / 809
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.


APPX286

Flight 3593 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 7011 Operated by American Airlines


Earn \$26.20

\$1,846.40
Total cost
FREE Cancel
[Select](#)

Flight details

Select this departure **Leave Mon, Nov 3**
1:20 PM Taipei [TPE](#) 8:50 PM Wichita Falls [SPS](#) 2 stops 21hr 30min  **Japan Airlines 804**
American Airlines 60 / 3773
[Seat map](#)

Change of airlines.
Flight 3773 Operated by ENVOY AIR AS AMERICAN EAGLE


Select this return **Return Fri, Nov 28**
9:50 AM Wichita Falls [SPS](#) 9:40 PM Taipei [TPE](#) 2 stops 21hr 50min  **American Airlines 2879 / 61 / 8458**
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Flight 2879 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 8458 Operated by Japan Airlines


Earn \$18.46

\$2,444.59
Total cost
FREE Cancel
[Select](#)

Flight details

Select this departure **Leave Mon, Nov 3**
1:20 PM Taipei [TPE](#) 8:50 PM Wichita Falls [SPS](#) 2 stops 21hr 30min  **Japan Airlines 804**
US Airways 60
American Airlines 3773
[Seat map](#)

Change of airlines.
Flight 60 Operated by American Airlines
Flight 3773 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
9:50 AM Wichita Falls [SPS](#) 9:40 PM Taipei [TPE](#) 2 stops 21hr 50min  **US Airways 3593 / 61**
Japan Airlines 809
[Seat map](#)


This is an overnight flight, which will arrive one (1) day later.
Change of airlines.
Flight 3593 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 61 Operated by American Airlines

Earn \$24.45


Act Fast! Only 4 tickets left at this price!

\$2,527.00
Total cost
FREE Cancel
[Select](#)

Flight details

Select this departure **Leave Mon, Nov 3**
1:20 PM Taipei [TPE](#) 8:50 PM Wichita Falls [SPS](#) 2 stops 21hr 30min  **Japan Airlines 804 / 7012**
American Airlines 3773
[Seat map](#)

Change of airlines.
Flight 7012 Operated by American Airlines
Flight 3773 Operated by ENVOY AIR AS AMERICAN EAGLE


Select this return **Return Fri, Nov 28**
9:50 AM Wichita Falls [SPS](#) 9:40 PM Taipei [TPE](#) 2 stops 21hr 50min  **American Airlines 2879**
Japan Airlines 7011 / 809
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.
Flight 2879 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 7011 Operated by American Airlines


Earn \$25.27

\$2,614.00
Total cost
FREE Cancel
[Select](#)

Flight details

Select this departure **Leave Mon, Nov 3**
1:20 PM Taipei [TPE](#) 8:50 PM Wichita Falls [SPS](#) 2 stops 21hr 30min  **Japan Airlines 804 / 7012**
American Airlines 3773
[Seat map](#)

Change of airlines.
Flight 7012 Operated by American Airlines
Flight 3773 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
9:50 AM Wichita Falls [SPS](#) 9:40 PM Taipei [TPE](#) 2 stops 21hr 50min  **US Airways 3593**
Japan Airlines 7011 / 809

APPX287

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.

Flight 3593 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 7011 Operated by American Airlines


Earn \$26.14

Act Fast! Only **4 tickets** left at this price!

\$1,671.10
Total cost
FREE Cancel


Select

Flight details

Select this departure **Leave Mon, Nov 3**
12:50 PM
Taipei [TPE](#) **8:50 PM**
Wichita Falls [SPS](#) **2 stops**
22hr 0min  **Cathay Pacific 450**
American Airlines
60 / 3773
[Seat map](#)

Change of airlines.

Flight 3773 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
9:50 AM
Wichita Falls [SPS](#) **9:40 PM**
Taipei [TPE](#) **2 stops**
21hr 50min  **American Airlines**
2879 / 61 / 8458
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.

Flight 2879 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 8458 Operated by Japan Airlines


Earn \$16.71

Act Fast! Only **4 tickets** left at this price!

\$1,674.30
Total cost
FREE Cancel


Select

Flight details

Select this departure **Leave Mon, Nov 3**
12:50 PM
Taipei [TPE](#) **8:50 PM**
Wichita Falls [SPS](#) **2 stops**
22hr 0min  **Cathay Pacific 450**
American Airlines
60 / 3773
[Seat map](#)

Change of airlines.

Flight 3773 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
9:50 AM
Wichita Falls [SPS](#) **9:40 PM**
Taipei [TPE](#) **2 stops**
21hr 50min  **American Airlines**
2879 / 61
Japan Airlines 809
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.

Flight 2879 Operated by ENVOY AIR AS AMERICAN EAGLE


Earn \$16.74

Act Fast! Only **4 tickets** left at this price!

\$1,677.50
Total cost
FREE Cancel


Select

Flight details

Select this departure **Leave Mon, Nov 3**
12:50 PM
Taipei [TPE](#) **8:50 PM**
Wichita Falls [SPS](#) **2 stops**
22hr 0min  **Cathay Pacific 450**
American Airlines
60 / 3773
[Seat map](#)

Change of airlines.

Flight 3773 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
9:50 AM
Wichita Falls [SPS](#) **9:40 PM**
Taipei [TPE](#) **2 stops**
21hr 50min  **American Airlines**
2879
Japan Airlines 7011
/ 809
[Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.

Flight 2879 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 7011 Operated by American Airlines


Earn \$16.78

Act Fast! Only **4 tickets** left at this price!

\$1,758.10
Total cost
FREE Cancel

Select

Flight details


Select this departure **Leave Mon, Nov 3**
12:50 PM
Taipei [TPE](#) **8:50 PM**
Wichita Falls [SPS](#) **2 stops**
22hr 0min  **Cathay Pacific 450**
American Airlines
60 / 3773
[Seat map](#)

Change of airlines.

Flight 3773 Operated by ENVOY AIR AS AMERICAN EAGLE


Return Fri, Nov 28

APPX288

Select this return **9:50 AM** Wichita Falls [SPS](#) **9:40 PM** Taipei [TPE](#) **2 stops** 21hr 50min  **US Airways 3593** American Airlines 61 / 8458 [Seat map](#)

This is an overnight flight, which will arrive one (1) day later.
Change of airlines.


Flight 3593 Operated by ENVOY AIR AS AMERICAN EAGLE
Flight 8458 Operated by Japan Airlines

 **Earn \$17.58**

Act Fast! Only 4 tickets left at this price!


[Flight details](#)

\$1,764.50
Total cost
FREE Cancel
[Select](#)

Select this departure **Leave Mon, Nov 3**
12:50 PM Wichita Falls [TPE](#) **8:50 PM** Taipei [SPS](#) **2 stops** 22hr 0min  **Cathay Pacific 450** American Airlines 60 / 3773 [Seat map](#)


Change of airlines.

Flight 3773 Operated by ENVOY AIR AS AMERICAN EAGLE

Select this return **Return Fri, Nov 28**
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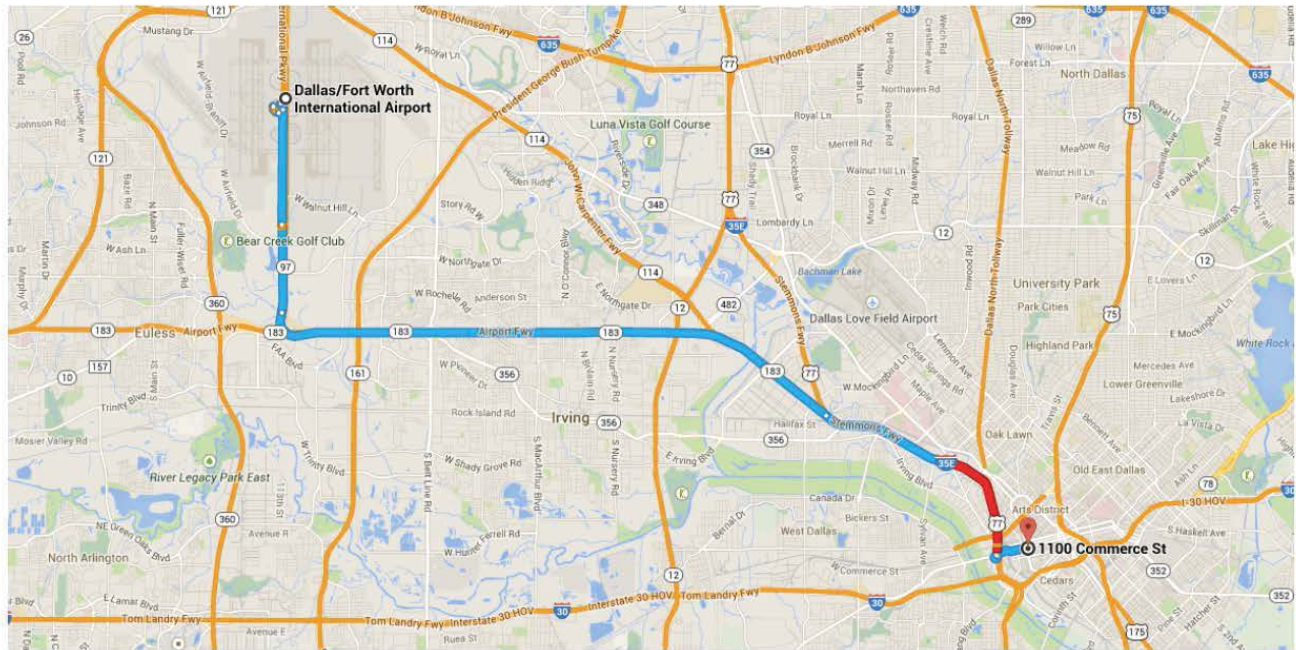
EXHIBIT 7

Google Directions from
Dallas/Fort Worth Airport (“DFW”) to
Dallas Courthouse located at
1100 Commerce Street, Dallas, TX 75242



Drive 20.8 miles, 24 min

Directions from Dallas/Fort Worth International Airport to 1100 Commerce St



○ Dallas/Fort Worth International Airport

3200 E Airfield Dr, DFW Airport, TX 75261

⚠ This route has tolls.

Get on S International Pkwy

0.5 mi / 1 min



- ↑ 1. Head south
0.2 mi
- ↩ 2. Slight left toward S International Pkwy
0.2 mi
- ↗ 3. Slight right to merge onto S International Pkwy
0.2 mi

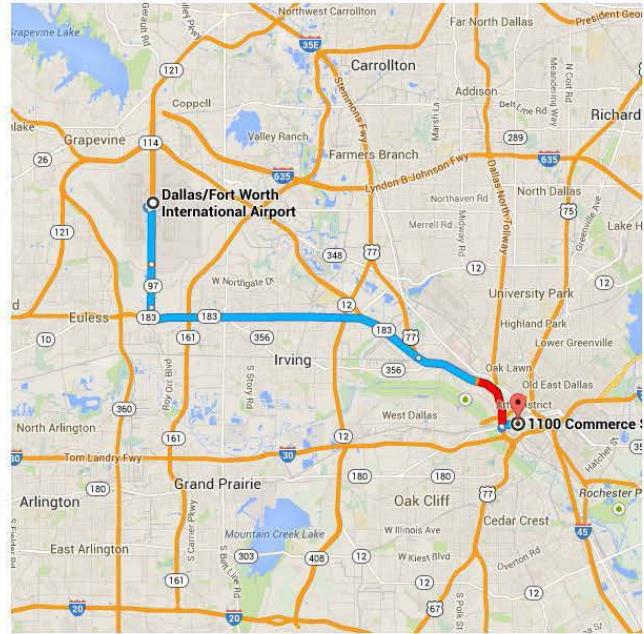


Take TX-183 E and I-35E S to Commerce St in Dallas. Take exit 428E from I-35E S

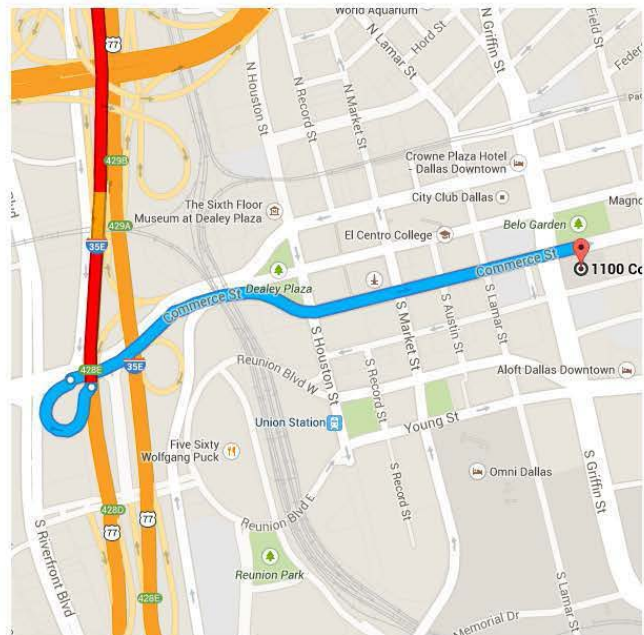
APPX291

19.6 mi / 21 min

4. Merge onto **S International Pkwy**
 Toll road
 2.1 mi
5. Continue onto **TX-97 Spur/International Pkwy**
 Partial toll road
 1.7 mi
6. Keep left at the fork, follow signs for **TX-183 E/Irving/Dallas** and merge onto **TX-183 E**
 11.0 mi
7. Merge onto **I-35E S**
 4.7 mi
8. Take exit **428E** for **Commerce St E** toward **Reunion Blvd**
 0.2 mi



- Merge onto **Commerce St**
 Destination will be on the right
 0.6 mi / 2 min



1100 Commerce St

Dallas, TX 75242

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APPX292

<https://www.google.com/maps/dir/Dallas%2FFort+Worth+International+Airport,+3200+E+Airfield+Dr,+DFW+Airport,+TX+75261/1100+Commerce+St,+Dallas...> 2/2

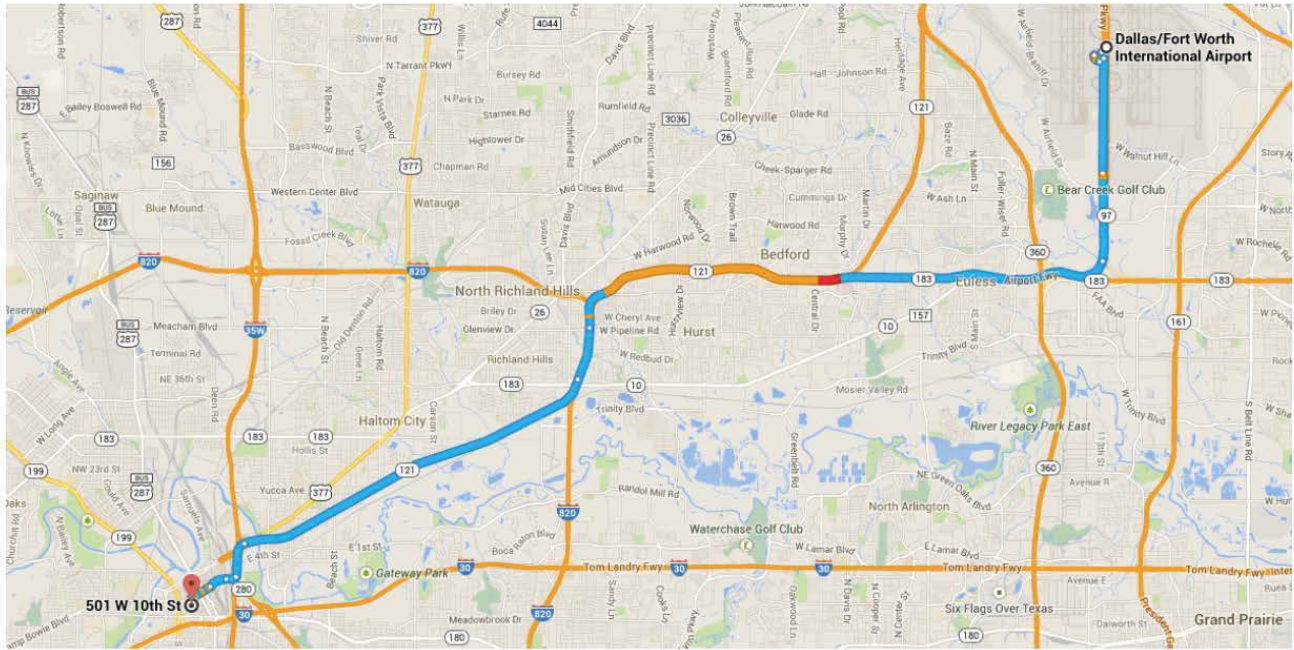
EXHIBIT 8

Google Directions from
Dallas/Fort Worth Airport (“DFW”) to
Fort Worth Courthouse, located at
501 West 10th Street, Fort Worth, TX 76102.



Drive 24.6 miles, 29 min

Directions from Dallas/Fort Worth International Airport to 501 W 10th St



○ Dallas/Fort Worth International Airport

3200 E Airfield Dr, DFW Airport, TX 75261

⚠ This route has tolls.

Get on S International Pkwy

0.5 mi / 1 min



- ↑ 1. Head south
0.2 mi
- ↙ 2. Slight left toward S International Pkwy
0.2 mi
- ↗ 3. Slight right to merge onto S International Pkwy
0.2 mi



Take TX-183 W and TX-121 S to E 6th St in
Fort Worth

APPX294

23.5 mi / 26 min

4. Merge onto **S International Pkwy**
 Toll road
 2.1 mi
5. Continue onto **TX-97 Spur/International Pkwy**
 Partial toll road
 1.7 mi
6. Keep **right** at the fork, follow signs for **TX-183 W/Ft Worth** and merge onto **TX-183 W**
 10.4 mi
7. Continue onto **I-820 S**
 1.0 mi
8. Keep **left** to continue on **TX-121 S**, follow signs for **Texas 121 S/Downtown Ft Worth**
 7.1 mi
9. Take the exit on the **left** onto **I-35W S/US-287 S/US-377 S** toward **Waco**
 0.7 mi
10. Take exit **52A** for **Texas 280 Spur** toward **Downtown**
 0.2 mi
11. Merge onto **TX-280 Spur**
 0.4 mi

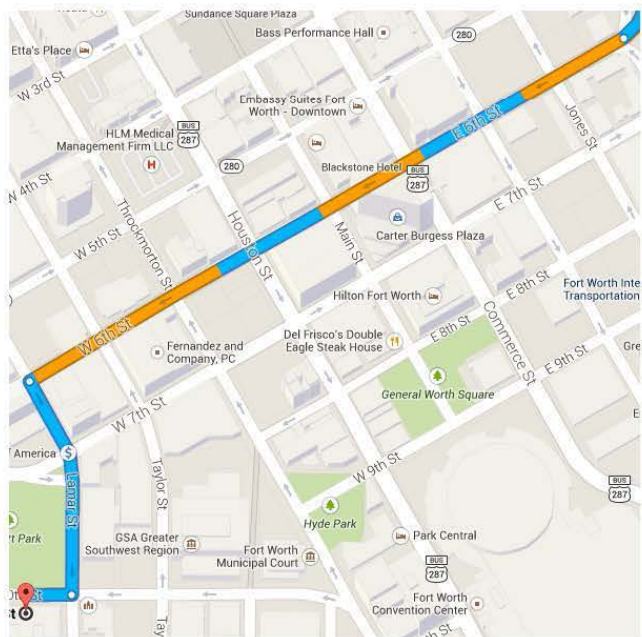
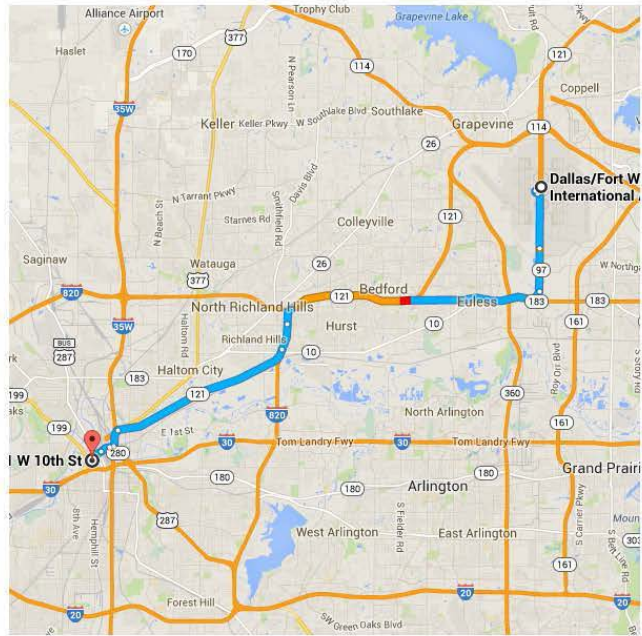
Continue on **E 6th St**. Drive to **W 10th St**

0.6 mi / 2 min

12. Continue onto **E 6th St**
 0.4 mi
13. Turn **left** onto **Lamar St**
 0.1 mi
14. Turn **right** onto **W 10th St**
 Destination will be on the left
 148 ft

 **501 W 10th St**

Fort Worth, TX 76102



APPX295

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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

<p>SUMMIT 6 LLC,</p> <p style="padding-left: 40px;">Plaintiff,</p> <p style="padding-left: 40px;">v.</p> <p>HTC CORPORATION, <i>et al.</i></p> <p style="padding-left: 40px;">Defendants.</p>	§ § § § § § § § § §	<p>CASE NO. 7:14-cv-00014</p> <p>JURY TRIAL DEMANDED</p>
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**DECLARATION OF CECILIA SON (LG DEFENDANTS)
IN SUPPORT OF MOTION TO TRANSFER**

I, Cecilia Son, make the following declaration based on my personal knowledge and investigation, or on information received from someone with knowledge. If called as a witness, I could and would testify competently to the following facts:

1. I am currently employed as Director in the Partner Engineering team at LG Electronics Mobile Research U.S.A., LLC ("LGEMR"), which is a wholly-owned subsidiary of LG Electronics Mobilecomm U.S.A., Inc. ("LGEMU" or "LGE MobileComm").

2. I understand that Summit 6 LLC ("Plaintiff") has brought a patent infringement action against LGEMU, LG Electronics, Inc. ("LGEKR" or "LGE Inc."), and LG Electronics U.S.A., Inc. ("LGEUS" or "LGE USA") (collectively "LGE").

3. LGEMU is a California corporation and a wholly-owned subsidiary of LGEUS. Both LGEMR and LGEMU have a principal place of business at 10255 Willow Creek Road, San Diego, CA 92131. My office is located at 2540 North First St., Suite #300, San Jose, CA 95131 (the "San Jose Office"). The San Jose Office is leased by LGEMU and staffed with LGEMU

APPX297

and LGEMR employees.

4. LGEKR is a South Korean company headquartered in Seoul, South Korea. LGEUS is a wholly-owned subsidiary of LGEKR.

5. LGEKR manufactures LG-branded mobile products sold in the United States. The LG-branded mobile products manufactured by LGEKR are imported into the United States by LGEMU, and sold by LGEMU to national carriers and retailers, who then sell the LG-branded mobile products to end users nationwide, including in the Northern and Southern Districts of California.

6. LGEMU is the only LGE entity that imports, conducts testing (through LGEMR), markets, and sells LG-branded mobile products in the United States, including throughout the State of California.

7. I understand that Plaintiff has accused LG-branded mobile products running the Android Operating System ("OS"). The Android OS is an open-source operating system for communication devices that was developed and is provided by Google Inc. ("Google").

8. During the manufacturing process, LGEKR obtains the Android OS from the Android Open Source Project ("AOSP"), which is led by Google. Google also provides certain Android OS applications, such as Google Play Music, YouTube, and Google Maps. Google develops, maintains, and supports these Android OS applications.

9. As noted earlier, I am a Director in the Partner Engineering team in the San Jose Office. The Partner Engineering team was called "Strategic Google Alliance" until early 2013. Other members of my team also located in the San Jose Office include Steven Howard, Bum Suk Bae, Joonhyun Baek, Jae Wook Cho, Dong Ho Han, Jeong Rae Kim, Kush Shrivastava, and Namrata Suryavanshi.

10. One of the key functions that my team manages out of the San Jose Office is Android OS certification for LG-branded mobile products running Android OS. Android OS certification is a process by which Google and LGEMR ensure that the LG-branded Android Products manufactured by LGEKR and imported and sold by LGEMU adhere to Google's Android OS compatibility requirements.

11. As of March 1, 2014, the San Jose Office employed 57 employees, comprised of one LGEMU sales employee and 56 LGEMR employees. The office space occupied by these employees is approximately 25,000 square feet, and is leased by LGEMU. Employees in the San Jose Office, including the individuals in my team, have communicated and interacted with Google personnel (such as Mr. Jongyeong Lee and Mr. Joseph Hwang) in connection with LG-branded Android products. Both Mr. Lee and Mr. Hwang are located at Google's headquarters in Mountain View, CA.

12. Documents and records relating to LG-branded Android Products and Android OS certification, which includes information relating to technical functionality, are either physically present or electronically accessible at the San Jose Office.

13. The Twitter application is provided by Twitter, Inc. ("Twitter"). My team also interacts with Twitter. Our team communicates with Twitter employees about operation of its Twitter application and/or service on LG-branded mobile products. The Twitter employees my team interacts with are located in San Francisco.

14. Documents and records relating to my team's interaction with Twitter are either physically present or electronically accessible at the San Jose Office.

15. As of March 1, 2014, LGEMU has approximately 39 employees in the San Diego Office and LGEMR has approximately 73 employees in the San Diego office. The San Diego

Office, which is owned by LGEMU, is over 71,000 square feet. The San Diego Office oversees the product management of LG-branded mobile products sold in the United States. The San Diego Office also shares responsibility for selling and marketing LG-branded mobile products. For example, Eric Ley is located in the San Diego Office, and is a Vice President and Director of National Retail Accounts for the U.S. Mr. Ley's job responsibilities include managing sales and handling account management for LGEMU's national retailers, such as Best Buy, Target, Walmart, Costco, and Radio Shack. Mr. Ley is also responsible for LGEMU's "Go-to-Market" business, which involves LGEMU's Android OS tablet business.

16. Documents and records relating to LG-branded mobile products, such as importation documents, sales agreements, marketing documents, and market strategy reports, are either physically present or electronically accessible at the San Diego Office. Some of these marketing documents and market studies, for example, only exist in the San Diego Office and nowhere else.

17. There are no LGE employees in Texas who are involved in Android OS certification.

18. There are no documents relating to Android OS certification physically present or electronically accessible in Texas.

19. There are also no LGE employees in Texas who are involved in communicating with Twitter or working on the Twitter application or functionality.

20. None of LGEUS, LGEMU, or LGEMR develops software related to Twitter or Twitter's MMS-to-Twitter service.

21. LGEUS does not design, develop, manufacture, import, or sell the accused LG-branded mobile products.

22. LGEUS has a warehouse facility in Fort Worth, Texas. However, and consistent with the above statements, that facility relates to non-mobile products sold by LGEUS.

23. LGEUS sells non-mobile products throughout the United States, including throughout California. These products include televisions, Blu-ray players, home theater systems, washers and dryers, refrigerators, and dishwashers.

I declare under penalty of perjury the laws of the United States of America that to the best of my knowledge the foregoing is true and correct.

Executed at San Jose, California this 6 day of June, 2014.

Cecilia Son

Cecilia Son

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Defendant Apple Inc. (“Apple”) hereby files this Motion to Sever. For the reasons given in Apple’s Memorandum in Support of a Motion to Sever, Apple respectfully requests pursuant to 35 U.S.C. § 299 and Fed. R. Civ. P. 21 that the Court severs Summit 6 LLC’s claims against Apple from Summit 6 LLC’s claims against the other defendants and transfer the severed action against Apple to the Northern District of California.

Dated: June 25, 2014

Respectfully submitted,

JONES DAY

/s/ Hilda C. Galvan

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Attorneys for Defendant APPLE INC.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this DEFENDANT APPLE INC.'S MOTION TO SEVER via the Court's CM/ECF system per Local Rule 5.1(d) this 25th day of June, 2014.

/s/ Hilda C. Galvan
Hilda C. Galvan

CERTIFICATE OF CONFERENCE

The undersigned hereby certify that the parties have complied with Local Rule 7.1 (a) and (b). On June 25, 2014, a telephone conference was held between Hilda C. Galvan, representing Apple Inc. and Ashley Moore, representing Summit 6, LLC regarding Apple's Motion to Sever. Summit 6 opposed this motion. Agreement could not be reached because the parties did not agree on whether severance and transfer was proper.

/s/ Hilda C. Galvan
Hilda C. Galvan

CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this [PROPOSED] ORDER GRANTING DEFENDANT APPLE INC.'S MOTION TO SEVER AND TRANSFER TO THE NORTHERN DISTRICT OF CALIFORNIA via the Court's CM/ECF system per Local Rule 5.1(d) this 25th day of June, 2014.

/s/ Hilda C. Galvan
Hilda C. Galvan

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I. INTRODUCTION

On February 18, 2014, Plaintiff Summit 6 LLC (“Summit 6”) brought this patent infringement lawsuit against Apple Inc. (“Apple”), Twitter, Inc. (“Twitter”), and three other mobile device manufacturers and their affiliates, namely HTC Corporation and HTC America, Inc. (collectively, “HTC”), LG Electronics, Inc., LG Electronics USA, Inc. and LG Electronics MobileComm USA, Inc. (collectively, “LG”), and Motorola Mobility LLC (“Motorola”). By this motion, Apple respectfully moves pursuant to 35 U.S.C. § 299 and Fed. R. Civ. P. 21 to sever Summit 6’s claims against Apple from Summit 6’s claims against the other defendants. Further, Apple requests that, to the extent this Court does not transfer this entire action pursuant to the defendants’ pending joint motion to transfer to the Northern District of California (ECF No. 90, hereinafter “Transfer Motion”), this Court transfer at least the severed action against Apple to the Northern District of California.

Summit 6’s complaint violates the joinder requirements of the Leahy-Smith America Invents Act (“AIA”), 35 U.S.C. § 299. Apple’s devices, which use the iOS operating system, have no overlap with the devices of LG, HTC, or Motorola, which use the Android operating system. Twitter does not manufacture mobile devices at all and was sued based on its services. Under the AIA, Summit 6 cannot reasonably argue that joinder is proper because no overlap exists between the products and services of the diverse parties. In fact, when presented with a similar motion to sever brought by Facebook in a prior litigation involving some of the patents asserted in this case, Summit 6 did not oppose, agreeing that mobile device manufacturer Samsung should be severed from Facebook. *Summit 6 LLC v. Research in Motion, et al.*, No. 3:11-cv-367-O, (N.D. Tex. Feb. 6, 2013), ECF No. 508.

With respect to transfer, as set forth in the Transfer Motion, there is no reasonable basis for Summit 6's action against Apple to remain in this Court. All of the relevant factors either support transfer or are neutral. And although Your Honor previously litigated a case involving two of the patents that are at issue in the matter at hand, that fact alone is insufficient to avoid transfer. Thus, after severing Apple, this Court should transfer the action at least as to Apple, in the event that the entire action is not transferred.

II. FACTUAL BACKGROUND

Summit 6 alleges that all of the defendants infringe U.S. Patent Nos. 7,765,482 ("the '482 patent") and 8,612,515 ("the '515 patent"). In addition, Summit 6 alleges that Twitter also infringes U.S. Patent No. 6,895,557 ("the '557 patent").

Summit 6 asserts that Apple infringes the '482 and the '515 patents through "Apple's upload services and/or devices." First Amended Compl. ¶¶ 95, 193, ECF No. 6, (hereinafter "FAC"). Summit 6's claims against Apple focus on: (1) Apple's products, including the iPhone, iPad, and iPod Touch, and (2) Apple's iOS-based proprietary services, including iMessaging, MMS Messaging, Messaging-related APIs, and Twitter integration/functionality on Apple devices. *See id.* In contrast, Summit 6's claims against LG, Motorola, and HTC focus on each of their disparate devices and their Android-based proprietary services for MMS Messaging, Messaging-related APIs, and Twitter integration/functionality. *Id.* ¶¶ 23, 35, 47, 59, 71, 83, 121, 133, 145, 157, 169, 181. Summit 6's claims against Twitter focus solely on "Twitter's upload services," as they relate to Twitter's applications, APIs, and the functionality used by mobile devices and tablets. *Id.* ¶¶ 12, 107, 205, 219.

III. THE CLAIMS AGAINST APPLE SHOULD BE SEVERED

A. The America Invents Act, 35 U.S.C. § 299, Imposes Stringent Joinder Requirements That Exceed The Requirements Of The Federal Rules.

Rule 21 of the Federal Rules of Civil Procedure provides considerable latitude to courts to sever claims, even if only for the purpose of facilitating transfer. *In re Nintendo Co.*, 2013 U.S. App. LEXIS 19606, at *18 (Fed. Cir. Sept. 25, 2013). Because Rule 21 does not provide a standard for determining whether parties or claims are properly joined, “[w]hen considering a motion to sever under Rule 21, ‘courts have looked to Rule 20 for guidance.’” *In re EMC Corp.*, 677 F.3d 1351, 1356 (Fed. Cir. 2012) (quoting *Acevedo v. Allsup’s Convenience Stores, Inc.*, 600 F.3d 516, 521 (5th Cir. 2010)). Rule 20 provides that defendants may be joined in one action if (1) any claim asserted against each of them arises out of the *same transaction, occurrence, or series of transactions or occurrences*, and (2) there is any question of law or fact common to all defendants that will arise in the action. Fed. R. Civ. P. 20(a)(2)(A).

The AIA, however, permits joinder of multiple defendants “only if”:

any right to relief is asserted against the parties jointly, severally, or in the alternative with respect to or arising out of *the same transaction, occurrence, or series of transactions or occurrences* relating to the making, using, importing into the United States, offering for sale, or selling *of the same accused product or process*....

35 U.S.C. § 299 (emphasis added). Thus, section 299 imposes more stringent requirements than Rule 20, insofar as it necessitates that Rule 20’s “transactions or occurrences” must relate to making, using, or selling the *same accused product or process*. *Id.* Further, section 299 prohibits joining multiple defendants “based solely on allegations that they each have infringed the patent or patents in suit.” 35 U.S.C. § 299. “[T]he mere fact that infringement of the same claims of the same patent is alleged does not support joinder, even though the claims would raise

common questions of claim construction and patent invalidity.” *In re EMC Corp.*, 677 F.3d at 1357.

B. Claims Against Apple Are Not Joinable With Claims Against The Other Defendants.

1. The Accused Apple Products Are Distinct from the Accused Products and Services of the Other Defendants.

In its Complaint, Summit 6 highlights two distinct classes of products—those that use the iOS operating system and those that use the Android operating system. Apple uses the iOS operating system. *See* FAC, ¶¶ 99, 197; Transfer Motion at 9, 12. LG, HTC, and Motorola, on the other hand, use an Android operating system. Transfer Motion at 12, 18; *see* FAC, ¶¶ 107, 205.

Summit 6 specifically references in the Complaint “the Twitter content upload functionality integrated into the native sharing options for *iOS* and *Android* devices.” FAC, ¶¶ 107, 205 (emphasis added). Summit 6 also alleges that Twitter’s accused upload services involve “the Twitter Application for Android, the Twitter Application for Android Tablet,” as well as “the Twitter Application for iPhone [and] the Twitter Application for iPad.” *Id.* ¶¶ 107, 205. Summit 6 acknowledges that the iPhone and iPad utilize iOS, referencing Apple instructions, the “iPhone User Guide for iPhone OS 3.1 Software,” “iPhone User Guide For iOS 7 (October 2013),” and “iPad User Guide For iOS 7 (October 2013).” *Id.* ¶¶ 99, 197.

The defendants cannot be joined in one action because the infringement allegations against Apple and the co-defendants do not implicate the same accused products and processes, as required by the AIA. 35 U.S.C. § 299. Indeed, “joinder is not appropriate where different products or processes are involved.” *In re EMC*, 677 F.3d at 1359. Here, Summit 6 identifies various versions of Apple’s iPhones, iPads, and iPod Touches as the accused devices, and Apple’s proprietary methods for uploading digital content to remote locations (*e.g.*, to Twitter)

using its unique operating system, as the accused processes. FAC ¶¶ 95, 193. In contrast, Summit 6 identifies HTC products and HTC's upload-processes against HTC; LG products and LG's upload-processes against LG; and Motorola products and Motorola's upload-processes against Motorola. *Id.* ¶¶ 23, 35, 47, 59, 71, 83, 121, 133, 145, 157, 169, 181. Summit 6 does not identify any products against Twitter, but only identifies "Twitter's upload services." *Id.* ¶¶ 107, 205, 219. None of the defendants' products overlap. Similarly, because Apple uses a distinct operating system from LG, HTC, and Motorola, Apple's process does not overlap with any of the other defendants' processes.

2. The Facts Underlying Plaintiff's Infringement Claims Against Apple Are Distinct from the Facts Underlying Plaintiff's Infringement Claims Against the Other Defendants.

Even if the Defendants' products were identical—which they are not—no "link" exists between the facts underlying Summit 6's infringement claims against Apple and its claims against LG, HTC, Motorola, and Twitter. "Unless there is an actual link between the facts underlying each claim of infringement, independently developed products using differently sourced parts are not part of the same transaction, even if they are coincidentally identical." *In re EMC Corp.*, 677 F.3d at 1359. Summit 6 does not allege that LG, HTC, Motorola, Twitter, and Apple are related entities or that they share a common management or ownership. *Lodsys, LLC v. Brother Int'l Corp.*, 2013 U.S. Dist. LEXIS 513362, at *22 (E.D. Tex. Jan. 14, 2013) (granting severance where the plaintiff "does not allege any relationship among the defendants"). Summit 6 also does not allege any overlap between the development and manufacture of the products of Apple, LG, HTC, and Motorola. *Id.* (granting severance where the plaintiff "does not allege an overlap of the products' development and manufacture"). Further, the mobile

device manufacturer defendants have long been considered competitors in the marketplace. *Id.* at *24 (granting severance where “[i]t is clear that each of the accused products are independently designed and manufactured by the various defendants who, in fact, compete with one another in the marketplace”).

Because the defendants’ products and services are distinct, Summit 6’s claims of both direct and indirect infringement against each defendant will require different witnesses, different sources of proof, and different technical expertise. *See generally* Transfer Motion.

To prove direct infringement, Summit 6 bears the burden of “point[ing] to specific instances of direct infringement or show[ing] that the accused device necessarily infringes the patent in suit.” *ACCO Brands, Inc. v. ABA Locks Mfrs. Co., Ltd.*, 501 F.3d 1307, 1313 (Fed. Cir. 2007). Here, there will be no overlap in sources of proof regarding specific instances of infringement as Summit 6’s claims are directed to disparate products with distinct operating systems and different technical specifications. FAC ¶¶ 23, 35, 47, 59, 71, 83, 99, 107, 121, 133, 145, 157, 169, 181, 197; Transfer Motion at 8, 9, 12, 18. As such, discovery related to all defendants will necessarily involve witnesses and documents with no foreseeable overlap with Apple. *See* Transfer Motion at 9-25.

To prove indirect infringement, Summit 6 must establish “first that there has been direct infringement, and second that the alleged infringer knowingly induced infringement and possessed specific intent to encourage another’s infringement.” *ACCO Brands, Inc.*, 501 F.3d at 1312. Summit 6’s indirect infringement claims, thus, also require disparate sources of proof. Specifically, proof of direct infringement or proof of intent by Apple, LG, HTC, Motorola, and Twitter will not have any commonality of evidence or witnesses. *See* Transfer Motion at 9-25 (identifying names of different witnesses and distinct locations as sources of evidence).

Moreover, the financial and sales information related to the various products are similarly distinct and devoid of any overlap. *See id.* As a result, the witnesses and evidence needed to establish Summit 6's damages claim will be different for its claims against each of the defendants. *See id.* Thus, no common set of operative facts or evidence ties Summit 6's allegations of infringement against Apple to those against LG, HTC, Motorola, and Twitter.

C. Apple's Joinder With Twitter And The Other Co-Defendants Would Be Highly Prejudicial And Confusing To A Jury.

Not only is joinder prohibited by the AIA in this matter, but it also would be highly prejudicial and confusing to the jury. "[D]istrict courts have the discretion to refuse joinder in the interest of avoiding prejudice and delay, ensuring judicial economy, or safeguarding principles of fundamental fairness." *In re EMC*, 677 F.3d at 1360 (quoting *Acevedo*, 600 F.3d at 521). "In a complicated patent litigation a large number of defendants might prove unwieldy, and a district court would be justified in exercising its discretion to deny joinder 'when different witnesses and documentary proof would be required.'" *Id.* (quoting *Acevedo*, 600 F.3d at 522).

Previously, Your Honor expressed that joining a social media company with a mobile device company would be prejudicial and confusing to a jury. Order 3, *Summit 6 LLC v. Research in Motion, et al.*, No. 3:11-cv-367-O, (N.D. Tex. Feb. 6, 2013), ECF No. 508. Specifically, in a prior suit involving Summit 6 and Samsung, Your Honor found that claims against Facebook and Samsung should be severed due to the potential for prejudice and confusion. *Id.* ("Here, the Court finds that trial with two independent defendants each involving different accused products or processes would be prejudicial and potentially confusing to the jury. Accordingly, it is ORDERED that Defendant Facebook's motion to sever should be and is hereby GRANTED."). Twitter, like Facebook, interacts with mobile devices through its social media app, and Apple, like Samsung, designs, manufactures and sells mobile devices. Therefore,

allowing claims against Apple and Twitter (and three other mobile device manufacturers) to be tried together would similarly be prejudicial.

There can be little doubt that the various processes and products in this case would confuse a jury. There are at least two distinct categories of products, iOS devices and Android devices (further subdivided into each defendants' specific products), and at least three categories of processes—iOS-based processes, Android-based processes, and Twitter's proprietary processes. *See* FAC, ¶¶ 99, 107, 197, 205; Transfer Motion at 9, 12, 18. A jury would likely be confused by the distinctions between these products and processes. For example, Google designs the Android operating system, but Google is not a party to this case, whereas Apple, who is a party to the action, designs the iOS operating system. Transfer Motion at 2, 6, 12, 16, 18. Further, Twitter has no accused products, but if the jury deems one of Twitter's processes as infringing, then that may influence the jury's view of Apple's accused products or processes. Likewise, if the jury deems one of the co-defendant's Android products to be infringing, then that may cause the jury to erroneously find infringement by the Apple iOS products.

Unless the Court grants severance, Apple "will not have a meaningful opportunity to present individualized defenses on issues such as infringement, willfulness, and damages because each defendant will have limited opportunities to present its own defense to the jury. . . . [D]istrict courts have expressed similar concerns. *See, e.g., WiAV Networks, LLC v. 3Com Corp.*, No. C 10-03448, 2010 WL 3895047, at *2 (N.D. Cal. Oct. 1, 2010) ('Each defendant has simply been thrown into a mass pit with others to suit plaintiff's convenience. In this connection, the accused defendants—who will surely have competing interests and strategies—are also entitled to present individualized assaults on questions of non-infringement, invalidity, and claim construction.')." *In re EMC Corp.*, 677 F.3d at 1355.

For the foregoing reasons, the claims against Apple should be severed from the claims against the co-defendants pursuant to 35 U.S.C. § 299.

D. After Severance, The Case Against Apple Should Be Transferred.

For all the reasons set forth in the pending Transfer Motion, this case should be transferred to the Northern District of California under 28 U.S.C. § 1404(a), because the action “might have been brought” in the transferee venue and the “private” and “public” interest factors clearly weigh in favor of transfer of Apple. Transfer Motion at 9-25. If, for some reason, this Court does not believe this entire case should be transferred, then in the alternative, Summit 6’s claims against Apple should be transferred to the Northern District of California following severance.

IV. CONCLUSION

The AIA requires courts to sever patent infringement claims against unrelated defendants that are based on different transactions and/or different accused products. Summit 6’s Complaint joining Apple with the co-defendants fails the threshold statutory requirement of 35 U.S.C. § 299. Thus, Apple respectfully requests that this Court sever Summit 6’s claim against Apple from Summit 6’s claim against the co-defendants, and—if this entire action is not transferred—transfer Summit 6’s claim against Apple to the Northern District of California.

Dated: June 25, 2014

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this MEMORANDUM IN SUPPORT OF DEFENDANT APPLE INC.'S MOTION TO SEVER via the Court's CM/ECF system per Local Rule 5.1(d) this 25th day of June, 2014.

/s/ Hilda C. Galvan

Hilda C. Galvan

CERTIFICATE OF CONFERENCE

The undersigned hereby certify that the parties have complied with Local Rule 7.1 (a) and (b). On June 25, 2014, a telephone conference was held between Hilda C. Galvan, representing Apple Inc. and Ashley Moore, representing Summit 6, LLC regarding Apple's Motion to Sever. Summit 6 opposed this motion. Agreement could not be reached because the parties did not agree on whether severance and transfer was proper.

/s/ Hilda C. Galvan

Hilda C. Galvan

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I. INTRODUCTION

Defendants bear the burden of showing that this case should be transferred to the Northern District of California (“NDCA”), and they cannot make such a showing. Defendants’ Motion to Transfer (the “Motion”) ignores both their own, and Plaintiff Summit 6 LLC’s (“Summit 6”), ties to the Northern District of Texas (“NDTX”), and instead misleadingly focusing on undisclosed “likely” witnesses, unknown “potential” witnesses, and hypothetical third-parties. For these reasons, and those discussed below, the NDTX is the most convenient venue.

Summit 6 is a long-standing corporate citizen of Texas, has numerous connections to the NDTX, and this case (much like the previous case against Facebook, Samsung, and others) should be tried here in the NDTX. In stark contrast to Defendants’ unsupported allegations, Summit 6 has committed no act of “gamesmanship” or otherwise orchestrated a “sham presence in Dallas” for the purposes of this lawsuit. Almost a decade before this lawsuit was filed, in 2005, employees of Summit 6’s predecessor company (AdMission) traveled to Dallas to join forces with Dallas-based Sell.com. Pate Decl. at 2. [Ex. 4]. AdMission and Sell.com jointly developed some of AdMission’s patented technology into a product called AdMission Marketplace. *Id.* Several Dallas-based companies—such as the Belo Corporation (owners of the Dallas Morning News)—licensed and used AdMission Marketplace on their websites beginning in June 2006. *Id.* More than two years before Summit 6 filed its previous lawsuit, and more than five years before the filing of the current lawsuit, AdMission sold its operating company and became—Dallas-based—Summit 6. *Id.* at 2-3. As of March 2009, Summit 6’s office space and operational support was and is located in North Texas. *Id.* at 3. Summit 6 has paid property taxes in Dallas every year since opening in 2009, and paid franchise taxes in 2013. *Id.* at 4.

On top of Summit 6’s connections to the NDTX, Defendants ignore many of their own ties to Texas and whether Texas is truly an inconvenient forum to resolve this dispute. For example, Apple admits that it is just as convenient for it to try patent cases in Marshall, Texas as it is for any other venue:

Question: “Is it inconvenient for Apple to go to the Eastern District of Texas for a patent infringement trial?”

Answer: “I don’t think it’s any less convenient than any other place we go.”

VirnetX Inc. v. Apple Inc., Case No. 6:10-cv-417 (E.D. Tex. filed Aug. 10, 2011), Trial Tr. 11/02/12 a.m., 38:18-22 (Testimony from Apple’s Corporate Representative Patrick Gates); *see also id.* 37:23-24 (“It’s a pretty short flight, so it’s not a big deal.”) [Ex. 1]. Dallas and Wichita Falls are just as convenient, if not more convenient, than the Eastern District of Texas, which also requires multiple flights stopping at DFW airport. Apple also maintains a 290,000 square foot “Operations Center” in Austin, Texas, which garnered Apple \$21 million from the state of Texas and another \$8.6 million from Austin in economic incentives [Ex. 6]. Defendant Motorola downplays its 450,000 square foot facility in Fort Worth, Texas, shown below,¹ that manufactures its “flagship phone” the Moto X—one of the accused products in this case [Ex. 3]:



Only two Defendants actually reside in California. Motorola, LG and HTC do not, and their witnesses will have to travel no matter where the case is. LG stated to another court just last year

¹ Available at <http://www.dallasnews.com/business/business-headlines/20130910-photos-motorolaflextronics-smartphone-assembly-plant-opens-in-fort-worth.ece> (last visited June 1, 2014). [Ex. 2].

that “several business functions related to LG MobileComm’s mobile phone business have been transitioning to LG Electronics, U.S.A., Inc. in New Jersey.” *Vertical Computer Sys., Inc. v. LG Electronics Mobilecomm USA, Inc.*, 2013 U.S. Dist. LEXIS 71561, at *8 (E.D. Tex. May 20, 2013). LG even sought transfer to that district. *Id.* Finally, HTC is more than happy to have the same court resolve cases “involv[ing] some of the same claim terms, inventors, patent counsel, and technologies,” and even urged one court to transfer an HTC action to the District of Delaware, so that the same judge could hear “similar, and in some instances identical, issues of claim construction, invalidity, and enforceability.” *Flashpoint Tech. Inc. v. HTC Corp.*, 1:14-cv-00317-GMS, Doc. 33 at 18 (E.D.N.C. filed Nov. 27, 2013) (HTC’s Memorandum of Law in Support of Motion to Transfer Venue).

Defendants also ignore the convenience of third parties, which even they acknowledge is “the most important consideration in analyzing a motion to transfer.” Motion at 11. Most known third-parties do not reside in California, including one of the inventors who lives in the Czech Republic, the attorney who prosecuted two of the Patents-in-Suit in front of the U.S. Patent Office who resides in Reston, Virginia, and several customers and licensees that use Summit 6’s inventions that are in Texas. *See* Pate Decl. at 2-3. [Ex. 4]. Defendants’ customers also represent a key link in the supply chain for the infringing hardware, and will provide important evidence regarding damages and demand for the features afforded by the patents-in-suit. Both AT&T and Verizon have significant facilities in NDTX.² [Ex. 5]. Third party Point2 was located in Canada and its documents were found there in the last case.

Finally, Defendants pay scant lip-service to the previous Summit 6 case against Facebook, Samsung, and others. They minimize the fact that this very Court proceeded all the way through pre-trial on two of the three Patents-in-Suit, and went through a liability trial, an inequitable conduct trial, and post-trial briefing for one of the Patents-in-Suit. *Summit 6, LLC v. RIM*, Case No. 3:10-cv-367-O (N.D. Tex. filed Feb. 23, 2011) (O’Connor, J.). As HTC noted in

² *See Geotag, Inc. v. Aromatique, Inc.*, 2013 U.S. Dist. LEXIS 173481, at *20-21 (E.D. Tex. Jan. 14, 2013)..

its *Flashpoint* case, having the same court hear these issues would “promote judicial economy and justice by allowing the parties and the court to . . . avoid re-litigating overlapping issues of claim construction, non-infringement, invalidity, and unenforceability, and mitigate the danger of inconsistent judgments on these very complex issues.” *Flashpoint Tech.*, 1:14-cv-00317-GMS, Doc. 33 at 20. Otherwise, as HTC put it, this would lead it to “potentially face inconsistent evidentiary rulings and judgments.” *Id.* at 23. The same issues, the same facts, and the same arguments will be involved in this current suit, and this Court should resolve those issues. Summit 6 therefore requests that the Court deny Defendants’ Motion to Transfer.

II. LEGAL STANDARD

A court should grant venue transfer only if the proposed transferee venue is “*clearly* more convenient” than the chosen venue. *In re Volkswagen of Am., Inc.*, 545 F.3d 304, 315 (5th Cir. 2008) (en banc), *cert. denied*, 555 U.S. 1172 (2009) (emphasis added). A plaintiff’s choice of forum is entitled to deference, even if most or substantial activities took place in another venue. *Flu Shots of Tex., Ltd. v. Lopez*, 2013 U.S. Dist. LEXIS 79307, at *3-4 (N.D. Tex. June 5, 2013) (O’Connor, J.) (citing *Tex. Marine & Brokerage, Inc. v. Euton*, 120 F. Supp. 2d 611, 612 (E.D. Tex. 2000)) (holding that “[i]f venue is proper in the district where the plaintiff files the claim, then even though there are other venues where more, or even the most, substantial activities took place, the plaintiff’s chosen venue does not become improper.”).

“It is well settled that the party moving for a change of venue bears the burden of demonstrating why the forum should be changed.” *Cnty. Trust Bancorp, Inc. v. Cnty. Trust Fin. Corp.*, 2013 U.S. Dist. LEXIS 88004, at *7 (N.D. Tex. June 24, 2013) (Fish, J.) (quoting *Dupre v. Spanier Marine Corporation*, 810 F.Supp. 823, 825 (S.D. Tex. 1993)). Placing the burden on the moving party to show “good cause” for the transfer “reflects the appropriate deference to which the plaintiff’s choice of venue is entitled.” *In re Volkswagen*, 545 F.3d at 315.

In determining whether to grant a motion to transfer venue, a court must consider a series of public interest and private interest factors, none of which is dispositive. *Flu Shots of Tex.*, 2013 U.S. Dist. LEXIS 79307, at *5. “The private interest factors are: (1) the relative ease of

access to sources of proof; (2) the availability of compulsory process to secure the attendance of witnesses; (3) the cost of attendance for willing witnesses; and (4) all other practical problems that make trial of a case easy, expeditious, and inexpensive.” *Id.* (quoting *In re Volkswagen*, 545 F.3d at 315). “The public interest factors are: (1) the administrative difficulties flowing from court congestion; (2) the local interest in having localized interests decided at home; (3) the familiarity with the forum with the law that will govern the case; and (4) the avoidance of unnecessary problems of conflict of laws” *Id.* These factors are not exhaustive or exclusive, and no factor is dispositive. *In re Volkswagen*, 545 F.3d at 315. “When transferring venues would simply shift inconveniences, transfer is inappropriate.” *Flu Shots of Tex.*, 2013 U.S. Dist. LEXIS 79307, at *5 (citing *First Fitness Int’l, Inc. v. Thomas*, 533 F. Supp. 2d 651, 658 (N.D. Tex. 2008)).

III. TRANSFER TO THE NDCA IS NOT CLEARLY MORE CONVENIENT

Defendants turn a blind eye to all witnesses, documents, prior statements, and other evidence that shows that the NDTX is “no less convenient than any other place” they litigate. *VirnetX Inc.*, Case No. 6:10-cv-417, Trial Tr. 11/02/12 a.m., 38:18-22. [Ex. 1]. As explained above, Apple itself, under oath and in front of a jury, admits that it is just as convenient for it to try patent cases in Texas as it is for any other venue. *Id.* For example, Apple has chosen to litigate in multiple forums far from its Cupertino, California base. It filed cases in the Eastern District of Texas, (*Apple Computer, Inc. v. Creative Tech.*, Case Nos. 9:06-cv-00150, 9:06-cv-00149, and 9:06-cv-00114) and the District of Delaware (*Apple, Inc. v. HTC*, Case No. 1:10-cv-0167). It has sought to transfer cases all over the country, including the District of Massachusetts, the District of New Jersey, and the Western District of Wisconsin. Apple also fails to mention receiving almost \$30 million in Texas funds as part of its decision to build an “Operations Center” in Austin, Texas. [Ex. 6].

For three Defendants—none of which are based in California—the NDCA is not a clearly more convenient venue. Less than two years ago, LG moved to transfer another case to New Jersey as its “mobile phone business had been transitioned to LG Electronics USA in New

Jersey.” *Vertical Computer*, 2013 U.S. Dist. LEXIS 71561, at *8. Motorola minimizes its actual and continuing presence in Fort Worth, even though venue is evaluated based on the situation that existed when suit was filed, not afterward. *In re EMC Corp. (EMC II)*, 2013 WL 324154, at *2 (Fed. Cir. Jan. 29, 2013). And HTC has not identified a single witness or document that is located in the NDCA. Motion at 8. Instead, HTC is an international company with witnesses and documents in Taiwan and elsewhere, and it agrees that it is better to have the same court decide the issues in order to “avoid re-litigating overlapping issues of claim construction, non-infringement, invalidity, and unenforceability, and mitigate the danger of inconsistent judgments on these very complex issues.” *Flashpoint Tech.*, Case No. 1:14-cv-00317-GMS, Doc. 33, at 20.

A. The Public Interest Factors Favor Keeping this Case in NDTX.

Of the public interest factors, Defendants suggest they are all neutral with the exception of the NDCA having a strong local interest in deciding the case. Even though only two of the Defendants are headquartered in NDCA, they suggest that the NDCA has a strong local interest in resolving this dispute. This is incorrect. The NDTX has a strong local interest in resolving this dispute, and court congestion also strongly favors keeping this case in the NDTX.

1. Court Congestion Weighs Against Transfer to NDCA.

Defendants’ calculations of median time to case *disposition* are misleading and improper. The proper measure of court congestion is to look at the median time to *trial*. See *In re Genetech*, 566 F.3d 1338, 1347 (Fed. Cir. 2009) (stating that court congestion can be measured by “whether a trial may be speedier in another court because of its less crowded docket.”). The median time to trial in the NDCA is more than twice that of this Court. [Ex. 7]. The Federal Judicial case load statistics show the median time to trial in the NDTX is 1.68 years while the median time to trial in NDCA is 2.3 years. *Id.* In five recent settings, the district courts in the NDCA set trial dates a year or more after the *Markman* Order. Those trial settings are, on

average, 2.7 years after filing. The Court has set this case for trial on its four week docket beginning on November 30, 2015—which is even less than the median time to trial in the NDTX and half the median time to trial in NDCA. Scheduling Order, Doc. 93. [Ex. 8].

Summit 6 also retains a keen interest in swift justice. As the owner of the Patents-in-Suit, Summit 6 has a constitutionally protected property right. The business that remains after Defendants' rampant infringement—technology licensing—is implicated by this case. Further, the longer a case takes, the more expensive it becomes, disadvantaging a smaller party (i.e., Summit 6) to the benefit of the larger parties (i.e., Defendants). Justice delayed is justice denied. This factor weighs strongly against transfer.

2. The NDTX Has a Strong Local Interest in Deciding Dallas-Based Summit 6's Case.

Summit 6 has been a Dallas-based company, paying Texas property taxes, and working with Dallas-based Sell.com for almost 10 years. Pate Decl. at 2-3. [Ex. 4]. Its predecessor company, AdMission, worked with Sell.com to develop products that practice the Patents-in-Suit. *Id.* By mid-2006, it had licensed this technology to Dallas-based companies including the Belo Corporation. *Id.* at 2. As of early 2009, Dallas hosted the development, web, and operational support for Summit 6. *Id.* at 2-3. Summit 6 has leased offices in north Texas for five years, first on Quorum Drive and then on Greenville Avenue in Dallas, Texas. *Id.* at 3. All of Summit 6's board meetings occur in north Texas and strategy meetings with partner Sell.com occur in Dallas, Texas. *Id.* Summit 6 has bank accounts, a P.O. box, and its long-standing accountant in the Dallas area. *Id.* All of Summit 6's corporate records, hard-copy documents, historic software packages, and other business materials are located in Dallas and have been since 2009. *Id.* Summit 6 has paid property taxes in Dallas every year since opening in 2009, and paid franchise taxes in 2013. *Id.* at 4; see *Tsera, LLC v. Apple, Inc.*, Case No. 6:09-cv-312-

LED-JDL, 2010 U.S. Dist. LEXIS 144798, at *34-39 (E.D. Tex. May 12, 2010) (the decision to open an office in a particular location and conduct business at that location supports a specific district's local interest in the dispute). Summit 6 is therefore a local company, with a local interest in having its case decided in the NDTX.

Activities from almost twenty years ago that took place in California, by people that have since scattered all over the nation and other countries, have no bearing on any alleged "local interest" of California. If activity in a certain location over twenty years ago were sufficient to give a court a local interest, then technology giant Microsoft would be forced into lawsuits where it began in Albuquerque, New Mexico, despite the fact that its headquarters have been in Washington state since 1979.

Finally, although transfer analysis requires consideration of local interests, this interest cannot be an illegitimate one. Defendants have no local interest in, for example, obtaining a forum "that is more convenient only for them and that will grant them a jury pool from which they likely will draw highly favorable, if not out-right biased, jurors." *Queen Uno Ltd. P'ship v. Coeur D'Alene Mines Corp.*, 2 F.Supp. 2d 1345, 1352 (D. Colo. 1998). Similarly, "a decision to transfer venue must not simply shift the expense and inconvenience of litigating in a particular venue from one party to the other." *Mannatech, Inc. v. Country Life, LLC*, Case No. 3:10-cv-533-O, Doc. 98, at *6 (N.D. Tex. July 26, 2010) (O'Connor, J.) (quoting *Mannatech, Inc. v. K.Y.C., Inc.*, No. 3:06-CV-813, 2006 WL 2216033, at *3 (N.D. Tex. Aug. 3, 2006)). This concern is not merely speculative. Trying a case against Apple alone in the NDCA would be extremely prejudicial to Summit 6. In *Apple v. Samsung*, 25% of the entire jury panel admitted to having an outright bias toward Apple or a friend or family member who worked at Apple. (Trial Tr. vol. 1, 50:21-69:13; 136:11-139:22, July 30, 2012). [Ex. 9]. "The American tradition

of trial by jury . . . necessarily contemplates an impartial jury.” *Thiel v. Southern Pacific Co.*, 328 U.S. 217, 221 (1946). This factor therefore weighs against transfer or, at best for Defendants, is neutral.

3. The Familiarity with the Law and Conflicts of Law Factors are Neutral.

Summit 6 agrees with Defendants that the remaining public interest factors are neutral.

B. The Private-Interest Factors Weigh Heavily Against Transfer.

Of the four private interest factors, two favor denial of transfer to the NDCA and two factors, at best for Defendants, are neutral.

1. The Practical Problems of Judicial Economy and a More Expeditious and Less Expensive Trial Weigh Against Transfer.

This Court will certainly give the parties a more expeditious and less expensive trial than the NDCA. This Court is exceedingly familiar with the Patents-in-Suit, claim construction issues, validity issues, and inequitable conduct issues—all from the previous Summit 6 case. Defendants argue that the handful of claims from the ’482 Patent that actually went to trial somehow negates this Court’s experience: (1) construing terms from both the ’557 and ’482 Patents; (2) ruling on summary judgment motions related to validity and infringement of both the ’557 and ’482 Patents; (3) ruling on evidentiary issues, (4) holding a liability trial on infringement and validity for the ’482 Patent; and (5) holding an inequitable conduct trial relating to facts that would be the same across both the ’482 Patent and the newly-issued ’515 Patent. This Court’s past experience is significant, it substantially overlaps with the issues in the current case, and will likely involve similar or identical evidence as that in the current case.

At least one Defendant has agreed that it is important for the same court to hear cases “involv[ing] some of the same claim terms, inventors, patent counsel, and technologies.” *Flashpoint*, Case No. 1:14-cv-00317-GMS, Doc. 33 at 18. This is because it allows the same

judge to decide “similar, and in some instances identical, issues of claim construction, invalidity, and enforceability.” *Id.* Having the same judge decide the same issues avoids the possibility of “inconsistent evidentiary rulings and judgments.” *Id.* at 23. Summit 6 agrees; this case should remain here in the NDTX. Defendants cannot have it both ways, asking to transfer cases *to* courts familiar with the issues on the one hand, but asking to transfer other cases *away from* courts familiar with the issues on the other hand.

In addition, this case is already well under way. The Court has entered a scheduling order, a discovery order, and a protective order in the instant case. Discovery has already been propounded and documents have already been produced. Infringement contentions have been served on Defendants. Defendants’ invalidity contentions are due August 11, 2014, which is a little over a month away. Transferring this case to California would only cause delay and increase litigation costs. *See H-W Tech., L.C. v. Domino’s Pizza, LLC*, Case No. 3:13-cv-1922-G-BH, Doc. 38 at *12 (N.D. Tex. Oct. 30, 2013) (Ramirez, J.) (“[T]ransferring a case to a different district where other relevant cases are pending is most appropriate when one court has extensive familiarity with the technology or the legal issues involved, a claim construction opinion has been prepared, and the case involve the same or similar defendants with the same or similar products.”).

Defendants further discount this Court’s experience with Summit 6’s previous litigation, relying heavily on *In re Verizon*. Motion at 20. However, *Verizon* is very different from the facts in Summit 6’s case. Unlike *Verizon*, Summit 6 does not solely rely on the Court’s familiarity with the prior Summit 6 v. Samsung case or judicial economy as a basis for its opposition to the motion to transfer. *See id.* at 561-62 (“To interpret § 1404(a) to hold that any prior suit involving the same patent can override a compelling showing of transfer would be

inconsistent with the policies underlying § 1404(a).”). First, the previous Summit 6 case did not settle—it was fully adjudicated, with a jury trial and an inequitable conduct hearing, and final judgment was entered just last year. This weighs heavily in favor of maintaining the case in NDTX. Second, as discussed above, Defendants have failed to meet their burden to show that the private and public interest factors weigh in favor of transfer. Several factors weigh in favor of denying the motion to transfer, in addition to judicial economy, including: (a) Defendants’ ties to NDTX; (b) Summit 6’s ties to NDTX; (c) the convenience of all of the parties; (d) the local interest of the NDTX in the outcome of the litigation; and (e) court congestion. Thus, *In re Verizon* is inapposite to the instant case.

Defendants suggest that transferring the case to the NDCA will reduce the number of people that must travel. Motion at 19. This allegation is specious at best. As discussed above, several third-party witnesses will have to travel to either Texas or California,³ including third-party inventors of the patents-in-suit, prosecuting attorneys, and licensees of the patents-in-suit. The same is true for previous third-party trial witness Eron Wright and any Point2 witnesses from Canada. And party witnesses for HTC will have to travel for either district. See *Kaneka Corp. v. JBS Hair Inc.*, Case No. 3:10-cv-1430-P, Doc. 85 at 15 (N.D. Tex. July 5, 2011) (Solis, J.) (“The flights from Korea to Dallas are equally as inconvenient as flights from Korea to San Francisco.”). [Ex. 10]. It also appears highly likely that at least some LG and Motorola witnesses will have to travel from their respective locations in New Jersey and Chicago. Reducing the travel time for a handful of witnesses from Apple and Twitter does not “greatly reduce the number of people required to travel” for any of the other Defendants or third-party witnesses.

³ As discussed above, a number of third-party witnesses are located in Texas, and more specifically in the DFW area, including Summit 6’s development partners, Summit 6 customers, Summit 6 licensees, and Defendants’ customers.

Given the much faster time to trial, the likelihood of travel and hotel expenses for many witnesses regardless of the district in which the case is tried, and this Court's familiarity with the issues in this case, trial will be much easier, more expeditious, and less expensive here in Texas.

2. The Availability of Compulsory Process Does Not Favor Transfer.

Defendants only argument that the availability of compulsory process "weighs strongly in favor of transfer" is because an unknown number of unknown witnesses *may* not voluntarily travel to Wichita Falls for trial. They cite to no support for any of these allegations. Motion at 16-17. This factor does not favor transfer for two reasons.

First, of the potential, actually known third-party witnesses, California could not compel a deposition or attendance at trial for *any* of them who have not already committed to voluntarily come to trial. The known third-party witnesses at this stage of the litigation are two of the inventors, the patent prosecutor for the Patents-in-Suit, four of Summit 6's board members, development partner Sell.com, customers to the patented technology, Summit 6's licensees, Point2, and third-party carriers, like AT&T, Verizon, Sprint, and T-Mobile, with relevant usage statistics and requirements documents. Inventor Robin Fried lives in Praha, Czech Republic. Patent prosecutor Duane Kobayashi lives in Reston, Virginia. Of the Summit 6 current or former board members, one splits his time between Lexington, Kentucky and Gulf Stream, Florida, two live in Seattle, Washington, and one lives in Bainbridge Island, Washington. Technology partner Sell.com and customer The Belo Corporation are located right here in the NDTX. This Court could compel the deposition and attendance of any witnesses for these corporations. The carriers are located all over the United States, including AT&T Service, Inc. and AT&T Mobility which are headquartered in Dallas, Texas and Verizon which has a Richardson facility with 2,250 employees. [Ex. 5].

Second, Defendants cannot meet their burden through sheer guess-work and supposition.⁴ Defendants have not identified a single former employee of Summit 6, AdMission, or PictureWorks that it would seek to depose, much less whether that witness resides in the NDCA. Although Defendants mention Point2, they do not identify any particular person in the NDCA related to Point2 for which it could compel a deposition or bring to trial. Point2 is located in Saskatoon, SK, Canada, its founding owners (the Wright brothers) appear to live in Canada, Cory Furman (a former employee that was deposed in the previous Summit 6 case) appears to live in Regina, Canada, and Eron Wright (another former employee) appears to live in Sammamish, Washington. So again, the courts in California have no power over Point2 or any of its relevant employees or former employees.

Defendants also identify unknown witnesses at Google from which they may seek unknown testimony. However, any alleged Google witnesses are inapposite and irrelevant. Although Defendants sell Android-based accused products, Defendants have the relevant source code in their possession and control. This is because original equipment manufacturers—like Defendants here—modify the “Android operating system” to suit their particular needs and to include features and functions which may not be found in the open-source code. Of the Patents-in-Suit, none read solely on functions or features found in Android software. Not a single Google witnesses was deposed or called at trial in the previous Summit 6 case, even though most of Samsung’s accused phones also operated on the Android platform. And finally, Defendant’s

⁴ “Defendants are asking the Court to attribute more weight based on this assertion of a potential likelihood that an un-named and otherwise unidentified third-party witness may or may not be used for trial sometime in the future.” *Wi-Lan Inc. v. HTC Corp.*, 2013 U.S. Dist. LEXIS 99635, at *30 (E.D. Tex. July 17, 2013) (Gilstrap, J.); *see also Internet Machs. LLC v. Alienware Corp.*, 2011 U.S. Dist. LEXIS 66207, at *22 (E.D. Tex. Jun. 7, 2011) (finding that a party must at least identify witnesses who would require compulsory process); *Core Wireless Licensing, S.A.R.L. v. Apple, Inc.*, 6:12-cv-0100-LED-JDL, 2013 WL 682849, at *3 (E.D. Tex. Feb. 22, 2013) (finding assertions that “the alleged infringing products were designed and developed in Cupertino, CA and the employees responsible for that development are based in the Cupertino area” to be “vague” such that “weighing [them in the analysis] ... would be merely speculative”).

identify unknown employees who may leave their employment, may have relevant knowledge, and may continue to live in the NDCA. This seems highly unlikely and, in any event: (a) HTC's relevant employees do not live in California; (b) LG's relevant employees appear to live in New Jersey according to other court filings; and (c) Motorola has several employees at its large facility in Fort Worth. *Vertical Computer*, 2013 U.S. Dist. LEXIS 71561, at *8. [Ex. 11].

Importantly, this factor weighs in favor of transfer only if “the majority of non-party witnesses are located” in the transferee district. *See Wellogix Tec. Licensing LLC v. Automatic Data Processing, Inc.*, No. 6:11-cv-401 LED-KDL, 2013 WL 1729606, at *6 (E.D. Tex. Mar. 19, 2013) (emphasis added). Where both forums have some non-party witnesses, but neither forum has absolute subpoena power over most non-party witnesses, the factor is neutral. *See Eolas Techs., Inc. v. Adobe Sys., Inc.*, No. 6:09-cv-446, 2010 WL 3835762, at *5 (E.D. Tex. Sept. 28, 2010) (concluding factor neutral where each forum had some non-party witnesses but neither had all), *aff'd In re Google, Inc.*, 412 Fed. App'x 295 (Fed. Cir. 2011).

Given that Defendants' witnesses are unknown and based on supposition, that Summit 6 has identified relevant non-party witnesses within this District, and that a majority of the likely non-party witnesses otherwise come from diverse locations, this factor weighs against transfer. At best for the Defendants, this factor is neutral.

3. The Cost of Attendance for Willing Witnesses Favors Summit 6.

Defendants overshadow their entire Motion by stressing the importance of convenience for party witnesses. However, the cost of attendance of non-party witnesses is more important. *Vertical Computer*, 2013 U.S. Dist. LEXIS 71561, at *12. Most non-party witnesses live outside of either California or Texas. *See* Sections I and III(B)(1) *supra*. Flights to Dallas are typically less expensive than those to San Francisco and other expenses—hotels, rental cars, food, and all

other costs of travel—are greatly magnified in northern California. Because of the complex, international nature of this patent case, witnesses will inevitably have to book overnight stays. Expenses are higher in San Francisco than Dallas or Wichita Falls, thus this District is much less costly for those witnesses than the NDCA. [*Compare* Ex. 12 and Ex. 13 with Ex. 14 and Ex. 15.]

Regarding party witnesses, Apple has already admitted that it is not “any less convenient” to come to Texas for trial. *VirnetX*, Case No. 6:10-cv-417, Trial Tr. 11/02/12 a.m., 38:18-22; *see also id.* at 37:23-24 (“It’s a pretty short flight, so it’s not a big deal.”) [Ex. 1]. Defendants also cherry-pick a large number of redundant witnesses, ignoring those with highly-relevant knowledge outside of California. For example, Motorola neglects to mention that one of the witnesses in its initial disclosures (Andy Koziol) is located in Chicago, Illinois—not California. Motorola Initial Disclosures at 2 [Ex. 11].

4. Access to Sources of Proof is Neutral.

Defendants suggest that the NDCA has easier access to the proof for everyone in this case, including Summit 6. This is not true. First, HTC has no documents or proof in California, instead stating that its proof is either in Taiwan or Washington. Motion at 18. LG Inc.’s proof is in Seoul, Korea, not California. *Id.* And although LG MobileComm states that most of its sources of proof are located in San Jose, California, it appears that at least some of this evidence is actually located in New Jersey. *Vertical Computer*, 2013 U.S. Dist. LEXIS 71561, at *8 (where LG stated that “several business functions related to LG MobileComm’s mobile phone business have been transitioning to LG Electronics, U.S.A., Inc. in New Jersey.”); *see also* [Ex. 16] (current LG job openings for mobile unit marketing in Englewood Cliffs, New Jersey). And at least some of Motorola’s information is likely to be located at its headquarters in Chicago,

Illinois, not its California offices. *See* [Ex. 17] (current Motorola job openings for carrier marketing consultant in Chicago, Illinois). Dallas/Fort Worth, and its international airport, is centrally located to all witnesses, whether located on the East Coast, the West Coast, or Korea. *See AT&T IP, Inc. v. Airbiquity Inc.*, Case No. 3:08-cv-1637-M, Doc. 25 at 9 (N.D. Tex. Mar. 24, 2009 (Lynn, J.) (noting that “Dallas is centrally located to the witnesses who reside in or near Washington D.C., Chicago, Atlanta, and Seattle.”).

While the bulk of documents generally reside with the infringers, that evidence “cannot be the sole focus of this Court’s venue analysis.” *Virtualagility*, 2014 U.S. Dist. LEXIS 12015, at *12. Summit 6’s documents are and have been in Dallas, Texas since 2009. Courts also routinely look to third parties’ documents to determine whether venue is proper. Prosecution counsel’s documents are located in Reston, Virginia. Third-party inventor Robin Fried produced documents in the prior Summit 6 litigation, and they were with him in the Czech Republic. To the extent current board members have documents, they will be at Swiftsure’s offices in Seattle, Washington. To the extent that Peter Yoakum has documents, they will also be in Seattle, Washington. And third parties with relevant accused product usage information, including Verizon and AT&T, each maintain large facilities in Dallas. *See* Ex. 5.

Because of the wide geographical dispersion of documents and proof, all parties will suffer some transportation burden. Thus, Defendants’ convenience consideration receives less weight. *See Frito-Lay N.A., Inc. v. Medallion Foods, Inc.*, 867 F. Supp. 2d 859, 870 (E.D. Tex. 2012) (stating that “because the sources of proof originate from varied locations, this factor is neutral.”). Defendants’ conclusory statements that its documents related to research, design, development, testing and marketing are located in California (or Seoul or Taiwan or Washington), are too vague to meet their burden. Another court in Texas held that a remarkably

similar statement by Apple was too speculative to carry its burden that the NDCA was more convenient. *See Core Wireless Licensing, S.A.R.L. v. Apple, Inc.*, 6:12-cv-0100-LED-JDL, 2013 WL 682849, at *3 (E.D. Tex. Feb. 22, 2013) (holding following statement too speculative: “virtually all Apple business documents and records relating to the research, design, development, marketing strategy, and product revenue related to the Accused products are located in or near Cupertino.”).

As Summit 6’s documents are located in this District, third-party documents are likely located in this District and/or elsewhere outside of California, Defendants’ documents are scattered all over the world, and because Defendants support their assertions with only vague statements, this factor weighs against transfer.

IV. CONCLUSION

The burden on the movant is “significant,” and for a transfer to be granted, the transferee venue must be “clearly more convenient than the venue chosen by the plaintiff.” *In re Volkswagen of Am., Inc.*, 545 F.3d 304, 315 (5th Cir. 2008) (en banc). Based on the evidence in the instant case, the public and private interest factors do not weigh in favor of transfer:

The public interest factors also favor denial of transfer:

- (1) the administrative difficulties flowing from court congestion: FAVORS NDTX;
- (2) the local interest in having localized interests decided at home: FAVORS NDTX;
- (3) the familiarity of the forum with the law that will govern the case: NEUTRAL;
- (4) the avoidance of unnecessary problems regarding conflict of laws or the application of foreign law: NEUTRAL;

The private interest factors favor denial of transfer:

- (1) the relative ease of access to sources of proof: NEUTRAL;
- (2) the availability of compulsory process to secure the attendance of witnesses: NEUTRAL;

- (3) the cost of attendance for willing witnesses: FAVORS NDTX;
- (4) all other practical problems that make trial of a case easy, expeditious, and inexpensive: FAVORS NDTX.

NDCA is not “clearly more convenient” than NDTX for trying the instant case. *See In re Volkswagen*, 545 F.3d at 315. In fact, after an objective review of the evidence and the factual background of the instant case, it is clearly more convenient for the case to go forward in the NDTX. Based on the evidence presented in their Motion to Transfer, Defendants have failed to meet their burden to show good cause that this case should be transferred away from NDTX to Defendants’ preferred venue of NDCA. Therefore, Defendants motion should be denied.

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Dated: July 1, 2014

Respectfully submitted,

MCKOOL SMITH, P.C.

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Case 7:14-cv-00014-O Document 118 Filed 07/01/14 Page 24 of 24 PageID 1771

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 1, 2014, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system. Any other counsel of record will be served in accordance with the Federal Rules of Civil Procedure.

s/ Richard A. Kamprath

Richard A. Kamprath

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Dated: July 1, 2014

Respectfully submitted,

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SUMMIT 6 LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 1, 2014, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system. Any other counsel of record will be served in accordance with the Federal Rules of Civil Procedure.

s/ Richard A. Kamprath

Richard A. Kamprath

1. Attached hereto as Exhibit 1 is a true and correct copy of excerpts from the November 2, 2012 Jury Trial Transcript for VirnetX, Inc. v. Apple, Inc., United States District Court for the Eastern District of Texas, Tyler Division, Civil Action No. 6:10-cv-417.

2. Attached hereto as Exhibit 2 is a true and correct copy of an internet article from The Dallas Morning News, dated September 9, 2013.

3. Attached hereto as Exhibit 3 is a true and correct copy of the Tarrant County Appraisal District Business Property page for Motorola, dated May 27, 2014.

4. Attached hereto as Exhibit 4 is a true and correct copy of the Declaration of S. Pate, dated June 28, 2014.

5. Attached hereto as Exhibit 5 is a true and correct copy of AT&T and Verizon headquarters information, dated July 1, 2014.

6. Attached hereto as Exhibit 6 is a true and correct copy of an internet article from Silicon Valley Business Journal, dated February 5, 2014.

7. Attached hereto as Exhibit 7 is a true and correct copy of a U.S. District Courts Chart, dated March 13, 2013.

8. Attached hereto as Exhibit 8 is a true and correct copy of the Scheduling Order for Summit 6, LLC, v. HTC Corporation, et al., United States District Court for the Northern District, Wichita Falls Division, Civil Action No. 7:14-cv-14-O., dated June 12, 2014.

9. Attached hereto as Exhibit 9 is a true and correct copy of excerpts of the July 30, 2012 Jury Trial Transcript for Apple, Inc. v. Samsung Electronics Co, et al., United States District Court for the Northern District of California, San Jose Division, Civil Action No. C-11-01846-LHK.

10. Attached hereto as Exhibit 10 is a true and correct copy of an Order for Kaneka Corporation v. JBS Hair, Inc., et al., United States District Court for the Northern District of Texas, Dallas Division, Civil Action No. 3:10-cv-1430-P, dated July 5, 2011.

11. Attached hereto as Exhibit 11 is a true and correct copy of Initial Disclosures of Defendant Motorola Mobility LLC for Summit 6, LLC, v. HTC Corporation, et al., United States District Court for the Northern District, Wichita Falls Division, Civil Action No. 7:14-cv-14-O., dated June 20, 2014.

12. Attached hereto as Exhibit 12 is a true and correct copy of Wichita Falls, Texas Per Diem Rates, dated July 1, 2014.

13. Attached hereto as Exhibit 13 is a true and correct copy of Dallas, Texas Per Diem Rates, dated, July 1, 2014.

14. Attached hereto as Exhibit 14 is a true and correct copy of Sunnyvale, Palo Alto, and San Jose, California Per Diem Rates, dated July 1, 2014.

15. Attached hereto as Exhibit 15 is a true and correct copy of San Francisco, California Per Diem Rates, dated July 1, 2014.

16. Attached hereto as Exhibit 16 is a true and correct copy of LG Account Marketing Manager Job Information Sheet, dated April 16, 2014.

17. Attached hereto as Exhibit 17 is a true and correct copy of Motorola Mobility Carrier Marketing Consultant Job Information Sheet, dated June 28, 2014.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on July 1, 2014 in Dallas, Texas.

s/ Richard Kampreth
Richard Kampreth

DECLARATION OF RICHARD KAMPRETH IN SUPPORT OF
PLAINTIFF SUMMIT 6 LLC'S RESPONSE TO DEFENDANTS'
MOTION TO TRANSFER

Exhibit 1

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

VIRNETX, INC.)

DOCKET NO. 6:10cv417

-vs-)

Tyler, Texas

) 8:23 a.m.

APPLE, INC.)

November 2, 2012

TRANSCRIPT OF TRIAL
MORNING SESSION

BEFORE THE HONORABLE LEONARD DAVIS,
UNITED STATES CHIEF DISTRICT JUDGE, AND A JURY

A P P E A R A N C E S

FOR THE PLAINTIFFS:

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MR. BRADLEY W. CALDWELL

MR. JASON D. CASSADY

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Proceedings taken by Machine Stenotype; transcript was
produced by a Computer.

<p style="text-align: right;">Page 34</p> <p>1 development for the CommNAT server, which is involved in</p> <p>2 some way in Face -- in FaceTime, did you do a search to</p> <p>3 see if any work you were doing was infringing others'</p> <p>4 patents?</p> <p>5 ANSWER: No.</p> <p>6 QUESTION: Well, now that you do know</p> <p>7 about the VirnetX patents, do you wish you had done</p> <p>8 something differently with regards to your work on the</p> <p>9 CommNAT server?</p> <p>10 ANSWER: I don't know.</p> <p>11 QUESTION: Does it mean anything to you</p> <p>12 at all that the work that you have done is being accused</p> <p>13 of infringing another's patent?</p> <p>14 ANSWER: I'm not sure how to answer that</p> <p>15 question. It's not making sense to me. I'm sorry.</p> <p>16 QUESTION: Do you care that someone is</p> <p>17 accusing you of the work you've done as infringing a</p> <p>18 United States patent?</p> <p>19 ANSWER: Could you define -- what do you</p> <p>20 mean by, do I care?</p> <p>21 QUESTION: I'm asking you, do you care?</p> <p>22 ANSWER: I understand that there is a</p> <p>23 lawsuit going on, and I'm not sure there is any opinion</p> <p>24 here that -- that I have at this point.</p> <p>25 (End of video clip.)</p>	<p style="text-align: right;">Page 35</p> <p>1 MR. CASSADY: And, finally, Mr. Vyrros.</p> <p>2 V-Y-R-R-O-S.</p> <p>3 (Video clip playing.)</p> <p>4 QUESTION: Will you please state your</p> <p>5 name for the record, sir?</p> <p>6 ANSWER: My name is Andrew Vyrros.</p> <p>7 QUESTION: Mr. Vyrros, this is the second</p> <p>8 time you've been deposed in this case; is that right?</p> <p>9 ANSWER: I believe it's the third time</p> <p>10 actually.</p> <p>11 QUESTION: Have you reviewed the VirnetX</p> <p>12 patents?</p> <p>13 ANSWER: No, I have not.</p> <p>14 QUESTION: Okay. So you remember the two</p> <p>15 other depositions that have been taken of you related to</p> <p>16 the VirnetX patents, right?</p> <p>17 ANSWER: Yes.</p> <p>18 QUESTION: Okay. And so after those</p> <p>19 depositions, you did not go and get the VirnetX patents</p> <p>20 and review them; is that right?</p> <p>21 ANSWER: That's correct. I have not seen</p> <p>22 the VirnetX patent.</p> <p>23 QUESTION: After you've been deposed</p> <p>24 twice in this case and now a third time, you still have</p> <p>25 not reviewed the VirnetX patents; is that fair?</p>
<p style="text-align: right;">Page 36</p> <p>1 ANSWER: It seems very fair to me.</p> <p>2 Why -- why would -- why should I do that?</p> <p>3 Regardless of whether I should or shouldn't, that is</p> <p>4 absolutely true; I have not looked at any of the VirnetX</p> <p>5 patents.</p> <p>6 QUESTION: You were one of the primary</p> <p>7 developers of the FaceTime functionality; is that right?</p> <p>8 ANSWER: That's correct. I was one of</p> <p>9 the primary developers of FaceTime.</p> <p>10 (End of video clip.)</p> <p>11 MR. CASSADY: That concludes the</p> <p>12 depositions, Your Honor.</p> <p>13 THE COURT: All right. Who will be your</p> <p>14 next witness?</p> <p>15 MR. CAWLEY: Thank you, Your Honor. At</p> <p>16 this time, VirnetX will call to the stand Patrick Gates.</p> <p>17 THE COURT: Mr. Gates.</p> <p>18 PATRICK GATES, PLAINTIFF'S WITNESS, PREVIOUSLY SWORN</p> <p>19 DIRECT EXAMINATION</p> <p>20 BY MR. CAWLEY:</p> <p>21 Q. Good morning, Mr. Gates.</p> <p>22 A. Good morning. Thank you.</p> <p>23 Q. Are you Apple's representative at this trial?</p> <p>24 A. Yes, sir. That's correct.</p> <p>25 Q. That's why you've been sitting at the table</p>	<p style="text-align: right;">Page 37</p> <p>1 throughout the whole trial, right?</p> <p>2 A. That's right.</p> <p>3 Q. Who chose you to be at the trial?</p> <p>4 A. Actually, I don't know who made that decision.</p> <p>5 I was approached to come here by our counsel in this</p> <p>6 case, but I don't know who originally had the idea of me</p> <p>7 having to do that.</p> <p>8 Q. So a lawyer approached you and asked you to be</p> <p>9 here?</p> <p>10 A. Yes, sir.</p> <p>11 Q. But you don't know who it was at Apple that</p> <p>12 made the decision that you're the one who -- who should</p> <p>13 get that duty?</p> <p>14 A. That's correct.</p> <p>15 Q. Okay. Where do you live?</p> <p>16 A. I live in San Francisco, California.</p> <p>17 Q. Well, welcome to Texas.</p> <p>18 A. Thank you.</p> <p>19 Q. Now, it's not convenient for Apple to bring</p> <p>20 witnesses to the Eastern District of Texas for a patent</p> <p>21 infringement trial, is it?</p> <p>22 A. Well, when you say convenient, Texas is not</p> <p>23 that far. It's a pretty short flight, so it's not a</p> <p>24 huge deal. You know, at the same time, I think we have</p> <p>25 a lot of people that are working on products; and we</p>

<p style="text-align: right;">Page 38</p> <p>1 would like to focus on those products. And there's</p> <p>2 definitely a time tradeoff.</p> <p>3 Q. Do you remember when your deposition was</p> <p>4 taken?</p> <p>5 A. Yes, sir.</p> <p>6 Q. And do you remember when you were asked this</p> <p>7 question at your deposition?</p> <p>8 A. Sorry. Which question, whether it's</p> <p>9 inconvenient to --</p> <p>10 Q. Yes, sir.</p> <p>11 A. I -- I think I remember that question.</p> <p>12 Q. Let me refresh your recollection. I'm</p> <p>13 going -- I'm going to take a look at Page 35, Line 24</p> <p>14 through 36, Line 4 of your deposition.</p> <p>15 MR. CAWLEY: This is Clip 1. Can you</p> <p>16 play Clip 1?</p> <p>17 (Video clip playing.)</p> <p>18 QUESTION: Is it inconvenient for Apple</p> <p>19 to go to the Eastern District of Texas for a patent</p> <p>20 infringement trial?</p> <p>21 ANSWER: I don't think it's any less</p> <p>22 convenient than any other place we go.</p> <p>23 (End of video clip.)</p> <p>24 Q. (By Mr. Cawley) Is that the answer you gave in</p> <p>25 your deposition, Mr. Gates?</p>	<p style="text-align: right;">Page 39</p> <p>1 A. I think it's a little bit different, the</p> <p>2 wording.</p> <p>3 Q. Sir?</p> <p>4 A. I think it's a little bit different, sir.</p> <p>5 Q. Is that the answer that you gave in your</p> <p>6 deposition?</p> <p>7 A. Sorry. I think you're asking was the answer I</p> <p>8 just gave to the question of whether it was inconvenient</p> <p>9 was the same as the one at the deposition?</p> <p>10 Q. No. Was -- was the testimony that the jury</p> <p>11 just saw, did you give in the deposition --</p> <p>12 A. Ah, I understand. Yes. I believe that was a</p> <p>13 video from my deposition.</p> <p>14 Q. Okay. And you don't disagree that what we</p> <p>15 just saw is what you said under oath in your deposition?</p> <p>16 A. That's correct, sir.</p> <p>17 Q. Okay. Thank you.</p> <p>18 Now, you first began working at Apple when</p> <p>19 Apple bought a company that you already worked at,</p> <p>20 right?</p> <p>21 A. That's correct.</p> <p>22 Q. And then after that, you left Apple and worked</p> <p>23 at a couple of other companies and took some time off,</p> <p>24 right?</p> <p>25 A. Yes, sir.</p>
<p style="text-align: right;">Page 40</p> <p>1 Q. And then you went to work for Apple a second</p> <p>2 time?</p> <p>3 A. That's correct.</p> <p>4 Q. Do you know when the company, Apple, started?</p> <p>5 A. I believe I recall it was founded in the</p> <p>6 mid-to-late 1970s.</p> <p>7 Q. Late '70s. So the company has been around</p> <p>8 something like 35 years maybe, approximately?</p> <p>9 A. Give or take.</p> <p>10 Q. And you've been with them about seven years?</p> <p>11 A. I've been there for a total of about 10,</p> <p>12 10-and-a-half years.</p> <p>13 Q. 10-and-a-half, but counting the first time and</p> <p>14 the second time?</p> <p>15 A. That's correct.</p> <p>16 Q. Okay. And your title at Apple is the director</p> <p>17 of engineering, right?</p> <p>18 A. Yes, sir.</p> <p>19 Q. Now, does that mean that you oversee all of</p> <p>20 Apple's engineers?</p> <p>21 A. No, sir. There are a number of directors of</p> <p>22 engineering at Apple.</p> <p>23 Q. I see. How many engineers does Apple have?</p> <p>24 A. I really don't know the exact number. I</p> <p>25 believe all the various engineering teams combined, add</p>	<p style="text-align: right;">Page 41</p> <p>1 up to several thousand.</p> <p>2 Q. Several thousand engineers.</p> <p>3 And how many total employees does Apple have?</p> <p>4 A. It's about 70,000.</p> <p>5 Q. So how many of those do you see -- excuse</p> <p>6 me -- do you oversee as a director of engineering?</p> <p>7 A. If you combine all the teams that I'm</p> <p>8 responsible for, it's about 40 engineers.</p> <p>9 Q. 40 engineers?</p> <p>10 A. Yes, sir.</p> <p>11 Q. And who is your boss? Who do you report to?</p> <p>12 A. My boss is the Vice President of Engineering</p> <p>13 for Internet Services, and her name is Patrice Gautier.</p> <p>14 Q. Mr. Gautier (sic)?</p> <p>15 A. Yes, sir.</p> <p>16 Q. And who does Mr. Gautier (sic) report to?</p> <p>17 A. She reports to the Senior Vice President of</p> <p>18 Internet Services, Eddie Cue.</p> <p>19 Q. And who does Mr. Cue report to?</p> <p>20 A. Mr. Cue reports to Tom Cook, who is our CEO.</p> <p>21 Q. Okay. So the reason I'm asking you all these</p> <p>22 questions, Mr. Gates, is -- is as Apple -- as the person</p> <p>23 that Apple has chosen to bring to represent the company</p> <p>24 at the trial, would you say that you're closer to the</p> <p>25 top of the structure of Apple or closer to the middle?</p>

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct transcript from the stenographic notes of the proceedings in the above-entitled matter to the best of our abilities.

/s/ Shea Sloan
SHEA SLOAN, CSR
Official Court Reporter
State of Texas No.: 3081
Expiration Date: 12/31/12

/s/ Judith Werlinger
JUDITH WERLINGER, CSR
Deputy Official Court Reporter
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Exhibit 2



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Take a photo tour of the new Motorola/Flextronics smartphone plant in Fort Worth

Photo Gallery

5/18

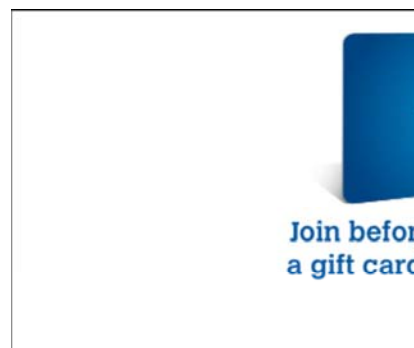


Motorola/Flextronic holds an open house and tour of the new manufacturing plant in Fort Worth on Tuesday, August 27, 2013.

Photo: Louis DeLuca/Staff Photographer

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Exhibit 3



Tarrant Appraisal District

Business Personal Property

05/25/2014

Account Number: 12679941 [View RE Account](#)

Business Name: Motorola Distribution Ctr

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Property Location: 5650 Alliance Gateway Fwy, Fort Worth

Owner Information: Motorola Mobility Inc

Attn Tax Dept

600 N US Highway 45

Libertyville IL 60048-5343

Property Type: Business Personal Property

Taxing Jurisdictions: 026 City of Fort Worth

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224 Tarrant County Hospital Dist

225 Tarrant County College Dist

911 Northwest ISD

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database.

Proposed Values for Tax Year 2014

The valuation process has not yet been completed for this account.

2014 Market Value

\$0

Tax Year 2013 - 2009 Five-Year Value History

Tax Year	Appraised Total	Market Total
2013	\$49,781,908	\$49,781,908
2012	\$155,170,194	\$155,170,194
2011	\$115,348,404	\$115,348,404
2010	\$122,266,377	\$122,266,377
2009	\$38,244,506	\$38,244,506

2014 Rendition Received? Y

Worked? Y

Extension Filing Code: NP

2014 Notice Sent:

Protest Deadline:

Exemptions: None

Property Data

State Code: L1 Commercial BPP

SIC: 5065 Electronic Parts & Equipment

Real Estate Account: 06795404

Agent: 00320C Ryan LLC

Exhibit 4

SUMMIT 6 LLC,

V.

Defendants.

JURY TRIAL DEMANDED

3. At all relevant times, I have been the Managing Director of Summit 6 LLC (“Summit 6”). I was President and Chief Operating Officer of AdMission Corporation, (“AdMission”), and I was the Executive Vice President of IPIX Corporation (“IPIX”).

4. Summit 6 is owner by assignment of U.S. Patent Nos. 6,895,557, 7,765,482, and 8,612,515 (the “Patents-in-Suit”).

5. In 2005, AdMission spun off from IPIX and set out to build a turnkey advertising platform that leveraged its unique technologies and experience in the online advertising market.

6. In 2005, AdMission created a Product Requirements Document laying out the requirements for an application that would practice the technology patented in the Patents-in-Suit.

7. Because AdMission devoted all its internal resources to the core technology and did not have the expertise needed to develop the application, Scott Lewis and I searched for development resources that could partner with AdMission in building this application. In 2005, we traveled to Dallas where two of the identified development groups were located.

8. After reviewing several potential candidates, AdMission entered into a Memo of Understanding with Sell.com in May of 2005. The joint marketing agreement was finalized in September of 2005.

9. Sell.com was, and still is, located in Dallas, Texas.

10. AdMission and Sell.com jointly developed the AdMission Marketplace product and signed an agreement for the product with Yellowpages.com June 2006 and several major newspapers.

11. As of 2005 AdMission was working with the Dallas Morning News. In June of 2006, AdMission signed The Houston Chronicle for the core AdMission product. In August of 2007, AdMission also signed the Belo Corporation, which is based in Dallas.

12. In May of 2008, AdMission sold select assets of it’s operating company including AdMission brand name and up to one year of transition support. The remaining entity became

Summit 6 LLC as of March 2009. As of that time, the development, web, and operational support for Summit 6 was based in Dallas, Texas.

13. For financial reasons, Summit 6 shared office space with its development partners in Dallas in 2009. Summit 6 filed for NEXUS in Texas and leased office space from Sell.com at 14850 Quorum Drive, Suite 330, Dallas, TX 75254. Around February of 2010, Summit 6 and Sell.com moved to Suite 325 in the same building and signed a lease with Antidote Education Co.

14. Since its formation in 2009, Summit 6 has held its board meetings in north Texas, hold its corporate records in north Texas, meetings with our bankers and accountants for distributions to owners occur in north Texas, and meetings with attorneys advising for contract, copyright, human resources, taxes, and accounting matters are held in north Texas.

15. Since its formation in 2009, Summit 6 has met routinely with Sell.com in Dallas, Texas to consult on strategy and business opportunities.

16. Summit 6 also opened bank accounts at Chase Bank 550 Quorum Drive, Suite 100, Dallas, TX 75254 and a P.O. box at the Addison, Texas Post Office, which is closer to and more convenient for the main Dallas office.

17. Laura Onsgard has worked as an accountant for Summit 6 at 6831 Blessing Dr. Dallas, TX 75214 since its formation.

18. In January of 2012, Summit 6 moved its office to 4925 Greenville Ave, Suite 200, Dallas, TX 75206 and continued to share space with Sell.com in exchange for technical work and hosting of its website. Summit 6's office remains at this address today.

19. Summit 6 possesses over 30 boxes of hard-copy work documents, software packages, and other business materials, all located in Dallas, Texas.

20. Summit 6 has paid property taxes in Dallas every year since opening the LLC in Texas in 2009, and franchise taxes in 2013.

21. While one inventor and I live in California, the two remaining inventors live outside the state of California.

22. I am the only member of Summit 6's board that resides in California. All of Summit 6's other board members live outside the state of California.

23. Seventy-four percent (74%) of the Summit 6 ownership lives outside of California.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: June 28th, 2014


Sarah Pate, Managing Director

Exhibit 5

AT&T Corporate Headquarters to Move to Dallas

San Antonio, Texas, June 27, 2008

AT&T Inc. (NYSE:T), the world's largest telecom company, announced today that it will move its corporate headquarters from San Antonio to Dallas, Texas, to be closer to its customers and operations throughout the world, and to the key technology partners, suppliers, innovation and human resources, both domestically and internationally.

The move will begin in the coming weeks and is expected to be complete around yearend. It is expected to involve about 700 San Antonio-based employees.

"We're a growing global company with customers and operations around the world," said Randall Stephenson, AT&T chairman and CEO. "The move will benefit our long-term growth prospects and human resources needs, and our ability to operate more efficiently, better serve our customers and build the future."

"San Antonio is a great city with much to offer and it's been good for AT&T as we've grown from primarily a five-state local presence to a global company," Stephenson said. "San Antonio will continue to be a major operations and employment center for us."

Following the move, AT&T will have about 1,700 more employees in San Antonio than before it relocated its corporate headquarters. The company's Telecom Operations group, which serves residential and regional business customers in 22 U.S. states, will remain in San Antonio.

Moving to Dallas puts AT&T's corporate headquarters near many of its key technology suppliers and other telecom companies, such as Alcatel-Lucent, Cisco, Ericsson, Fujitsu, Huawei, Nokia, Nortel, RIM and Samsung. The Dallas area is home to one of the country's largest technology hubs, with nearly 1,300 technology companies and 45,000 employees.

With customers and operations in all 50 U.S. states and 160 countries, air travel to and from Dallas will be more convenient, as DFW International Airport is the third largest in the U.S. and one of the top six in the world, offering daily nonstop service to 35 international destinations. Love Field — the 50th largest U.S. airport — offers more than 160 nonstop flights daily.

Being headquartered near leading air transportation facilities is critical to global companies like AT&T as the airline industry continues to recover from the challenges of the past year amid higher fuel prices and industry economic pressures.

Atlanta will continue to be the headquarters for AT&T's Mobility group. New Jersey will continue to be the headquarters for AT&T Intellectual Property and AT&T Labs. St. Louis will continue as home to the company's Directory operations.

About AT&T

AT&T Inc. (NYSE:T) is a premier communications holding company. Its subsidiaries and affiliates, AT&T operating companies, are the premier providers of telecommunications services around the world. Among their offerings are the world's most advanced IP-based business communications services and the nation's leading provider of directory publishing and advertising sales leadership of its Yellow Pages and YELLOWi. AT&T is also licensed to innovators in such fields as communications equipment. As part of its three-screen integration strategy, AT&T is expanding its presence in the media and entertainment industries. AT&T is ranked No. 1 on Fortune magazine's World's Most Admired Telecommunications Company list and No. 1 on America's Most Admired Telecommunications Company list. Information about AT&T Inc. and the products and services provided by AT&T subsidiaries and affiliates is available at www.att.com.

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Investor Relations

To contact the company:

Our headquarters mailing address is

208 S. Akard St.
Dallas, TX 75202

Our main telephone number is (210) 821-4105. *(Please note that while AT&T's corporate headquarters are in Dallas, the main telephone number uses a San Antonio area code.)*

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Change (%)	+0.24%
Volume	10,492,571
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Day Low	\$35.15
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- Use % as a wildcard. For example, %oak in the street name to find all streets with "oak" somewhere in the name.
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2	2400 N GLENVILLE DR	RICHARDSON	MCI WORLDCOM NETWK SVCS	\$25,840,000	COMMERCIAL
3	2400 N GLENVILLE DR	RICHARDSON	VERIZON SERVICES CORP DBA: VERIZON SERVICES CORP	\$1,070,880	BPP
4	2400 N GLENVILLE DR	RICHARDSON	VERIZON DATA SERVICES LLC DBA: VERIZON DATA SERVICES LLC	\$107,810	BPP
5	2400 N GLENVILLE DR	RICHARDSON	VERIZON LABORATORIES INC DBA: VERIZON LABORATORIES INC	\$23,720	BPP

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6	2400 N GLENVILLE DR	RICHARDSON	VERIZON ONLINE LLC DBA: VERIZON ONLINE LLC	\$52,050	BPP
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Exhibit 6

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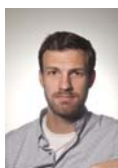
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Apple's Austin campus looks nothing like the Spaceship



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Our colleagues in Texas got [pictures of the Apple Inc. campus](#) that's under construction in Austin, where the company plans to spend at least \$282 million to develop 513,000 square feet of office and bring 3,635 jobs.

Apple, Silicon Valley's largest public company, has already spent at least \$27 million on the site's design and construction and has issued temporary certificates of occupancy for two buildings, totaling 290,000 square feet. Another four buildings are in the early stages of permitting.

The city and the Texas Enterprise Fund will offer the company \$30 million in incentives to build the project.

The buildings there resemble some of the Silicon Valley buildings the Cupertino headquarters occupies, with few hints of the architectural ambitions represented by [the company's Spaceship campus](#).

Be sure to check out the [Austin Business Journal's full report](#).

Eric Van Susteren is the Digital Producer at the Silicon Valley Business Journal.

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[Jeremy Stoppelman](#)



[Lloyd Carney](#)

Exhibit 7

Table C-5.
U.S. District Courts—Median Time Intervals From Filing to Disposition of Civil Cases
Terminated, by District and Method of Disposition,
During the 12-Month Period Ending March 31, 2013

Circuit and District	Total Cases		No Court Action		Court Action			
	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Before Pretrial		During or After Pretrial	
					Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months
TOTAL	198,301	8.4	43,423	5.0	128,042	8.5	24,058	12.7
DC	1,974	8.9	721	7.3	1,201	9.8	10	38.4
1ST	4,940	9.6	1,067	3.9	2,543	9.6	1,228	15.2
ME	373	7.8	137	6.2	220	8.8	12	19.3
MA	2,434	8.3	623	3.0	803	6.9	953	14.9
NH	468	9.6	81	3.9	206	6.7	169	15.2
RI	652	13.7	85	8.0	522	14.7	34	16.1
PR	1,013	11.6	141	6.7	792	11.6	60	19.9
2ND	18,455	8.8	3,799	5.0	10,820	8.6	3,515	12.1
CT	1,656	10.7	776	8.0	760	11.1	69	21.5
NY,N	1,163	11.8	251	5.2	580	11.5	300	17.3
NY,E	5,533	8.8	1,162	5.5	3,096	8.6	1,176	11.7
NY,S	8,441	8.3	1,198	4.4	5,176	7.5	1,944	11.4
NY,W	1,389	7.4	377	2.9	976	9.6	24	34.6
VT	273	8.9	35	3.8	232	9.5	2	-
3RD	23,315	9.2	2,467	4.0	17,015	9.3	3,506	11.9
DE	1,226	8.0	441	4.6	648	8.8	78	14.3
NJ	5,908	6.1	544	4.0	3,326	3.6	1,974	13.2
PA,E	12,617	14.6	579	3.1	10,626	17.9	1,290	9.4
PA,M	1,472	7.7	459	4.7	913	8.1	57	22.4
PA,W	1,870	6.2	325	2.9	1,491	7.0	33	24.3
VI	222	18.0	119	14.0	11	11.5	74	19.9
4TH	12,392	7.4	2,302	5.3	8,437	7.1	1,467	10.4
MD	3,191	7.1	404	6.3	2,151	5.6	582	13.5
NC,E	1,012	9.0	300	7.8	697	9.5	7	-
NC,M	551	10.1	361	9.0	159	12.2	22	16.4
NC,W	930	8.2	298	4.8	533	8.7	84	14.7
SC	2,484	8.8	265	3.7	2,051	9.0	135	12.1
VA,E	2,358	5.0	330	3.0	1,434	4.1	554	7.7
VA,W	678	8.0	167	3.8	449	8.9	46	12.5
WV,N	428	8.8	115	6.4	302	9.2	8	-
WV,S	760	8.7	62	2.6	661	9.1	29	17.9
TOTAL	198,301	8.4	43,423	5.0	128,042	8.5	24,058	12.7
DC	1,974	8.9	721	7.3	1,201	9.8	10	38.4
1ST	4,940	9.6	1,067	3.9	2,543	9.6	1,228	15.2
ME	373	7.8	137	6.2	220	8.8	12	19.3
MA	2,434	8.3	623	3.0	803	6.9	953	14.9
NH	468	9.6	81	3.9	206	6.7	169	15.2
RI	652	13.7	85	8.0	522	14.7	34	16.1
PR	1,013	11.6	141	6.7	792	11.6	60	19.9
2ND	18,455	8.8	3,799	5.0	10,820	8.6	3,515	12.1
CT	1,656	10.7	776	8.0	760	11.1	69	21.5
NY,N	1,163	11.8	251	5.2	580	11.5	300	17.3
NY,E	5,533	8.8	1,162	5.5	3,096	8.6	1,176	11.7
NY,S	8,441	8.3	1,198	4.4	5,176	7.5	1,944	11.4
NY,W	1,389	7.4	377	2.9	976	9.6	24	34.6
VT	273	8.9	35	3.8	232	9.5	2	-
3RD	23,315	9.2	2,467	4.0	17,015	9.3	3,506	11.9
DE	1,226	8.0	441	4.6	648	8.8	78	14.3
NJ	5,908	6.1	544	4.0	3,326	3.6	1,974	13.2
PA,E	12,617	14.6	579	3.1	10,626	17.9	1,290	9.4
PA,M	1,472	7.7	459	4.7	913	8.1	57	22.4
PA,W	1,870	6.2	325	2.9	1,491	7.0	33	24.3
VI	222	18.0	119	14.0	11	11.5	74	19.9
4TH	12,392	7.4	2,302	5.3	8,437	7.1	1,467	10.4
MD	3,191	7.1	404	6.3	2,151	5.6	582	13.5
NC,E	1,012	9.0	300	7.8	697	9.5	7	-
NC,M	551	10.1	361	9.0	159	12.2	22	16.4
NC,W	930	8.2	298	4.8	533	8.7	84	14.7
SC	2,484	8.8	265	3.7	2,051	9.0	135	12.1
VA,E	2,358	5.0	330	3.0	1,434	4.1	554	7.7
VA,W	678	8.0	167	3.8	449	8.9	46	12.5
WV,N	428	8.8	115	6.4	302	9.2	8	-
WV,S	760	8.7	62	2.6	661	9.1	29	17.9

Table C-5. (March 31, 2013—Continued)

Circuit and District	Total Cases		No Court Action		Court Action			
	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Before Pretrial		During or After Pretrial	
					Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months
5TH	22,514	10.9	4,961	6.0	15,381	12.2	1,838	13.6
	6,391	26.0	169	0.9	5,315	30.4	861	14.4
	579	12.1	192	10.3	347	12.1	24	16.6
	1,358	12.5	489	8.9	777	14.0	58	20.1
	581	10.6	196	7.9	215	10.4	155	14.2
	1,392	10.8	631	9.2	715	11.7	23	19.5
	3,200	6.8	603	5.4	2,547	7.1	4	-
	2,234	8.7	572	6.9	1,593	9.0	33	24.4
	4,506	7.5	1,402	4.3	2,454	8.4	581	10.2
	2,273	7.0	707	6.2	1,418	6.6	99	15.8
6TH	16,864	8.9	4,882	4.6	8,073	9.0	3,737	12.5
	1,187	8.3	158	4.6	994	8.4	24	21.8
	1,114	8.5	323	4.5	752	9.4	31	18.4
	4,388	7.7	997	3.1	1,559	5.3	1,795	13.2
	1,143	7.0	210	1.7	668	6.8	249	11.9
	3,239	8.9	864	4.2	1,533	12.5	819	9.6
	2,266	9.9	869	5.5	717	11.1	654	13.3
	1,238	10.4	578	5.5	509	12.4	132	14.2
	1,208	10.4	175	10.0	1,005	10.2	10	19.3
	1,081	10.7	708	9.5	336	11.5	23	22.8
7TH	15,666	7.6	4,480	5.4	8,717	6.9	2,270	12.7
	8,741	6.6	2,519	5.8	5,404	6.2	714	11.5
	724	9.0	291	7.1	412	9.7	6	-
	1,141	11.0	519	11.7	589	10.2	11	32.3
	1,293	9.9	399	3.2	407	8.7	469	16.3
	2,053	9.2	277	3.4	944	6.9	817	12.5
	1,045	6.7	218	3.2	790	7.2	25	16.3
	669	6.0	257	2.5	171	6.6	228	11.2
8TH	13,983	12.2	4,887	7.1	8,027	13.6	909	13.3
	4,204	46.3	1,084	47.1	3,091	45.7	5	-
	863	11.7	121	8.5	722	11.8	3	-
	406	9.7	85	7.6	311	9.8	1	-
	507	7.9	89	4.1	308	7.1	99	14.7
	2,825	5.4	1,301	2.4	753	5.1	745	12.4
	2,232	10.6	1,038	9.6	1,159	11.0	9	-
	2,054	8.4	1,010	4.4	987	11.0	35	17.2
	496	9.0	36	2.8	430	9.1	11	17.8
	159	8.4	8	-	150	8.5	0	-
		11.4	115	10.2	116	12.4	1	-
9TH	13,983	12.2	4,887	7.1	8,027	13.6	909	13.3
	4,204	46.3	1,084	47.1	3,091	45.7	5	-
	863	11.7	121	8.5	722	11.8	3	-
	406	9.7	85	7.6	311	9.8	1	-
	507	7.9	89	4.1	308	7.1	99	14.7
	2,825	5.4	1,301	2.4	753	5.1	745	12.4
	2,232	10.6	1,038	9.6	1,159	11.0	9	-
	2,054	8.4	1,010	4.4	987	11.0	35	17.2
	496	9.0	36	2.8	430	9.1	11	17.8
	159	8.4	8	-	150	8.5	0	-
		11.4	115	10.2	116	12.4	1	-

Table C-5. (March 31, 2013—Continued)

Circuit and District	Total Cases		No Court Action		Court Action			
	Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months	Before Pretrial		During or After Pretrial	
					Number of Cases	Median Time Interval in Months	Number of Cases	Median Time Interval in Months
9TH	34,756	6.7	9,346	4.7	22,196	6.8	2,750	13.8
AK	250	9.2	53	7.4	187	9.0	2	-
AZ	2,538	7.0	82	2.4	2,388	7.0	42	24.2
CAN	5,054	6.4	827	3.6	2,747	4.7	1,424	12.5
CA,E	3,046	8.3	1,119	5.8	1,832	9.6	68	18.2
CA,C	12,112	5.4	4,097	4.9	7,716	5.5	146	16.8
CA,S	2,316	6.7	321	3.5	1,251	5.2	709	12.9
HI	673	9.4	333	7.0	265	9.3	55	22.8
ID	513	10.2	43	1.7	375	9.8	80	19.0
MT	442	9.1	166	4.5	161	8.9	106	14.3
NV	2,207	8.8	343	6.0	1,753	9.0	84	10.2
OR	1,805	10.1	676	7.3	1,079	11.2	9	-
WA,E	703	9.4	315	4.9	372	13.1	7	-
WA,W	3,042	6.2	942	2.8	2,051	7.6	11	16.4
GUAM	26	16.2	5	-	16	18.4	5	-
NMI	29	24.5	24	19.8	3	-	2	-
10TH	8,600	8.4	2,268	5.0	5,069	8.5	1,100	13.6
CO	2,602	6.0	749	3.7	1,654	6.2	139	18.6
KS	1,305	7.6	373	4.5	808	8.2	102	18.1
NM	890	8.6	316	6.6	332	8.7	226	11.3
OK,N	729	12.0	55	4.1	652	12.3	13	19.8
OK,E	396	11.7	251	10.3	135	13.1	8	-
OK,W	1,188	8.7	297	3.7	447	8.1	423	11.7
UT	1,277	11.2	172	6.7	984	10.9	98	22.2
WY	213	10.1	55	5.8	57	6.3	91	12.2
11TH	24,842	7.3	2,243	4.0	20,563	7.2	1,728	12.7
AL,N	2,631	7.9	126	5.3	2,448	7.9	22	25.2
AL,M	639	10.2	51	4.1	532	9.7	41	16.3
AL,S	566	8.4	93	3.7	455	8.8	11	15.8
FL,N	1,277	7.4	41	3.9	1,210	7.4	12	10.6
FL,M	7,451	10.2	410	5.5	6,833	10.2	129	18.4
FL,S	6,685	5.2	554	3.7	5,918	5.2	96	12.0
GAN	4,236	6.4	480	2.6	2,331	4.7	1,401	11.6
GA,M	755	8.7	262	6.0	481	10.3	2	-
GA,S	602	8.1	226	5.8	355	9.7	14	25.0
11TH	24,842	7.3	2,243	4.0	20,563	7.2	1,728	12.7
AL,N	2,631	7.9	126	5.3	2,448	7.9	22	25.2
AL,M	639	10.2	51	4.1	532	9.7	41	16.3
AL,S	566	8.4	93	3.7	455	8.8	11	15.8
FL,N	1,277	7.4	41	3.9	1,210	7.4	12	10.6
FL,M	7,451	10.2	410	5.5	6,833	10.2	129	18.4
FL,S	6,685	5.2	554	3.7	5,918	5.2	96	12.0
GAN	4,236	6.4	480	2.6	2,331	4.7	1,401	11.6
GA,M	755	8.7	262	6.0	481	10.3	2	-
GA,S	602	8.1	226	5.8	355	9.7	14	25.0

NOTE: Median time intervals are not computed when fewer than 10 cases reported. This table excludes land condemnations, prisoner petitions, deportation reviews, recovery of overpayments, and enforcement of judgments. Includes cases filed in previous years as consolidated cases that thereafter were severed into individual cases. For fiscal years prior to 2001, this table included data on recovery of overpayments and enforcement of judgments.

Exhibit 8

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF TEXAS
 WICHITA FALLS DIVISION**

Summit 6 LLC, et al.,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	Civil Action No. 7:14-CV-00014-O
	§	
HTC Corporation, et al.,	§	
	§	
Defendants.	§	

SCHEDULING ORDER

I. SCHEDULING INSTRUCTIONS

Pursuant to Rule 16(b) of the Federal Rules of Civil Procedure and the local rules of this Court (exception as modified herein), the Court, having considered the status report submitted by the parties, finds that the following schedule should govern the disposition of this case:

Unless otherwise ordered or specified herein, all limitations and requirements of the Federal Rules of Civil Procedure and the local rules of this Court must be observed.

Please note that the Court has attempted to adhere to the schedule requested by the parties. In so doing, the Court assumes that the parties thoroughly discussed scheduling issues prior to submitting their status report and that the parties understand that the deadlines imposed in the Order are firmly in place, absent the few exceptions set forth below.

1. **Trial Date:** This case is **set for trial** on this Court's four week docket beginning **November 30, 2015** Counsel and the parties shall be ready for trial on **two days** notice at any time during this four week period.
2. **Patentee Serves Disclosure of Asserted Claims and Preliminary Infringement Contentions:** **June 26, 2014.**
3. **Patentee's Document Production Accompanying Disclosure:** **June 26, 2014.**

4. Claim Construction:

- a. **Accused Infringer(s) Serve Preliminary Invalidity Contentions:** By **August 11, 2014** the accused infringer shall serve its preliminary invalidity contentions and produce all accompanying documents.
- b. **Exchange of Proposed Terms and Claim Elements:** By **August 25, 2014** all parties shall exchange their respective proposed terms and claim elements for construction. All parties shall meet and confer regarding a list of proposed terms and claim elements for construction at a mutually agreeable time and place on or before **September 02, 2014**.
- c. **Exchange of Preliminary Claim Constructions and Extrinsic Evidence:** By **September 15, 2014** all parties shall exchange their respective preliminary claim constructions and any extrinsic evidence.
- d. **Joint Claim Construction and Prehearing Statement:** All parties shall meet and confer regarding a joint claim construction and prehearing statement at a mutually agreeable time and place on or before **October 9, 2014**. Plaintiff shall file the parties' joint claim construction and prehearing statement no later than **October 16, 2014**.
- e. **Completion of Claim Construction Discovery:** The parties shall complete all discovery related to claim constructions by **November 17, 2014**.
- f. **Claim Construction Briefing and Evidence:** Each party must serve and file a claim construction brief and any evidence supporting its claim construction on or before **December 30, 2014**. Each party may file a responsive brief and supporting evidence on or before **14 days** after the other party's brief is filed.
- g. **Claim Construction Chart:** The parties must jointly prepare a claim construction chart. Plaintiff must submit the chart on or before **7 days** after Claim Construction Response Briefs are due under paragraph 4(f) of this order, in WordPerfect format, to: o'connor_orders@txnd.uscourts.gov and include the case number and the document number of the referenced motion in the subject line. Plaintiff must also submit a paper courtesy copy.
- h. **Claim Construction Hearing:** To be scheduled by the Court if necessary.

5. **Joinder of Parties or Amendment of Pleadings:** September 10, 2014, all motions requesting **joinder** of additional parties shall be filed. By **September 24, 2014** all motions requesting leave to **amend** pleadings shall be filed.
6. **Final Contentions:** 30 days after the Court's Claim Construction Ruling, the patentee shall make its final infringement contentions. The accused infringer(s) shall make final invalidity contentions on or before **50 days** after the Court's Claim Construction Ruling.
7. **Willfulness Disclosures:** The accused infringer(s) shall make all disclosures relating to willfulness on or before **10 days** after making final invalidity contentions.
8. **Dispositive Motions:** By **August 3, 2015**, all motions that would dispose of all or any part of this case (including motions for **summary judgment**) shall be filed.
9. **Experts:**
 - a. **Designation of Expert(s) by:** Unless otherwise stipulated or directed by order, all parties shall file a written designation of the name and address of each **expert witness** who will testify at trial shall otherwise comply with Rule 26(a)(2) of the Federal Rules of Civil Procedure, on or before **April 6, 2015**. (Unless otherwise noted, all references to Rules in this Order shall refer to the Federal Rules of Civil Procedure.)
 - b. **Rebuttal Expert(s):** If the evidence is intended solely to contradict or rebut evidence on the same subject matter identified by another party under Rule 26(a)(2)(B), the disclosures required under Rule 26(a)(2) shall be made within **30 days** after the disclosure made by the other party.
 - c. **Challenges to Experts:** The parties are directed to file any objections to, or motions to strike or exclude expert testimony (including *Daubert* motions), no later than **October 26, 2015**. *No challenges to experts shall be filed prior to August 3, 2015 without obtaining leave of court.*
10. **Mediation Deadline:** The parties shall jointly select a mediator and mediate on or before **June 3, 2015**. Within **seven days** after the mediation, the parties shall

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Federal Rules of Evidence, are waived unless excused by the Court for good cause.

13. **Pretrial Materials:** By **October 21, 2015**, except as otherwise noted below, all **pretrial materials** shall be filed. Specifically, by this date:

a. **Pretrial Order:** A **joint pretrial order** shall be submitted by the Plaintiff's attorney which covers each of the matters listed in Local Rule 16.4 and which states the **estimated length of trial**. If an attorney for either party does not participate in the preparation of the joint pretrial order, the opposing attorney shall submit a separate pretrial order with an explanation of why a joint order was not submitted (so that the Court can impose sanctions, if appropriate). Each party may present its version of any disputed matter in the joint pretrial order; therefore, failure to agree upon content or language is **not an excuse for submitting separate pretrial orders**. (Modification of Local Rule 16.4). When the joint pretrial order is approved by the Court, it will control all subsequent proceedings in this case. If submitted on paper, the parties must submit the original and one copy of the proposed pretrial order (styled as the "Pretrial Order") directly to the Court's chambers. Do not file it with the clerk. The Court will direct the clerk to file it after the Court signs it. If submitted electronically, it must be transmitted to the electronic address used for receipt of proposed orders (o'connor_orders@txnd.uscourts.gov) and a paper courtesy copy must be physically delivered to the Court's chambers no later than **October 23, 2015**.

b. **Witness List:** A **list of witnesses** shall be filed by each party, which divides the persons listed into groups of "**probable witnesses**," "**possible witnesses**," "**experts**," and "**record custodians**" and which provides:

- (i) the **name and address** of each witness;
- (ii) a **brief narrative summary** of the testimony to be covered by each witness;
- (iii) whether the witness has been **deposed**; and
- (iv) the **expected duration** of direct or cross-examination of the witness.²

² Pursuant to Rule 16(c)(2)(O) and Section VII of the United States District Court for the Northern District of Texas Civil Justice Expense and Delay Reduction Plan, the Court may impose a reasonable limit on the time allowed for presenting evidence in this case. See Commentary - 1993 Amendment to the Federal Rules of Civil Procedure (court should ordinarily impose time limits only after receiving appropriate submissions from the parties).

The Witness list will include three columns. The first column will contain a brief statement of the subject matter to be covered by a particular witness. The second column will bear the heading "Sworn" and the third column will bear the heading "Testified" so that the Court can keep track of the witnesses at trial.

If any witness needs an interpreter, please note this on the witness list. It is the obligation of the party offering such a witness to arrange for an interpreter to be present at trial.

(Modification of Local Rule 26.2(b))

c. Exhibit List and Deposition Testimony Designations: A list of exhibits (including demonstrative exhibits) and a designation of portions of depositions to be offered at trial shall be filed by each party. The list of exhibits shall describe with specificity the documents or things in numbered sequence. The documents or things to be offered as exhibits shall be numbered by attachment of gummed labels to correspond with the sequence on the exhibit list and identify the party submitting the exhibit. (Modification of Local Rule 26.2(b), (c)). Do not use letter suffixes to identify exhibits (e.g., designate them as 1, 2, 3, not as 1A, 1B, 1C). The Exhibit list will include two columns, one bearing the heading "Offered" and the other bearing the heading "Admitted."

Each party's **exhibit list** shall be accompanied by a written statement, signed by counsel for each party and state that, as to each exhibit shown on the list,

- (i) the parties agree to the admissibility of the exhibit; or
- (ii) the admissibility of the exhibit is objected to, identifying the nature and legal basis of any objection to admissibility and the name(s) of the party or parties urging the objection.

All parties shall cooperate in causing such statements to be prepared in a timely manner for filing with the exhibit lists. Counsel for the party proposing to offer an exhibit shall be responsible for coordinating activities related to preparation of such a statement as to the exhibit the party proposes to offer. This includes an obligation to make exhibits available for inspection in advance of the deadline for filing exhibit lists where a party needs to see exhibits to assess admissibility. The Court may exclude any exhibit offered at trial unless such a statement regarding the exhibit has been filed in a timely manner. In addition, objections not identified in the statement may be waived.

A **list of each party's exhibits** to which no objection will be lodged (preadmitted) must be submitted at the **pretrial conference**.³ The Court expects the parties to confer and agree to admit the majority of their exhibits prior to trial.

d. Jury Charge: Requested jury instructions and questions (annotated)⁴ shall be filed as set forth below. In order to minimize time after commencement of the trial in resolving differences in the language to be included in the Court's charge to the jury:

(i) Counsel for the Plaintiff shall deliver to counsel for Defendant by **October 26, 2015**, a copy of its proposed Court's charge to the jury.

(ii) Counsel for Defendant shall deliver to counsel for the Plaintiff by **October 28, 2015**: (A) a statement, prepared with specificity, of any objection his client had to any part of the proposed charge that counsel for Plaintiff has delivered pursuant to this paragraph and (B) the text of all additional instructions or questions his client wishes to have included in the Court's charge to the jury. Each objection and each such request shall be accompanied by citations of authorities supporting defendant's objection or request.

(iii) At 10:00 a.m. on **October 30, 2015**, the lead attorneys for the parties to this action shall meet face-to face at either (A) a mutually agreeable place, or (B) at the office of counsel for the Plaintiff located in Dallas, Texas or within 50 miles of the Dallas Division of the Northern District of Texas, for the purposes of (1) discussing, and trying to resolve, differences between the parties as to language to be included in the Court's charge to the jury and (2) identifying areas of disagreement that cannot be resolved. Such meeting shall be held for a sufficient length of time for there to be a meaningful discussion of all areas of disagreement and a meaningful attempt to accomplish agreement. Each attorney shall cooperate fully in all matters related to such a meeting.

(iv) By 2:00 p.m. on **November 2, 2015**, counsel for Plaintiff shall file a document titled "Agreed Charge" which in a single document shall contain, in logical sequence, all language to be included in the charge, including jury instructions and jury questions, about which the parties do

³ This does not change the sequential manner in which each side should number its exhibits. In other words, a party should not separately number its exhibits into "objected to" and "unobjected to" categories.

⁴ "Annotated" means that *each* proposed instruction shall be accompanied by citation to statutory or case authority and/or pattern instructions. It is not sufficient to submit a proposed instruction without citation to supporting authority.

a. Settlement Conference: No later than November 16, 2015, the parties and their respective lead counsel shall hold a **face-to-face meeting** to discuss **settlement** of this case. Individual parties and their counsel shall participate in person, not by telephone or other remote means. All other parties shall participate by a representative or representatives, in addition to counsel, who shall have unlimited settlement authority and who shall participate in person, not by telephone or other remote means. If a party has liability insurance coverage as to any claim made against that party in this case, a representative of each insurance company providing such coverage, who shall have full authority to offer policy limits in settlement, shall be present at, and participate in, the meeting in person, not by telephone or other remote means. At this meeting, the parties shall comply with the requirements of Local Rule 16.3.

b. Joint Settlement Report: Within **seven days** after the settlement conference, the parties shall **jointly prepare and file a written report**, which shall be signed by counsel for each party, detailing the date on which the meeting was held, the persons present (including the capacity of any representative), a statement regarding whether meaningful progress toward settlement was made, and a statement regarding the prospects of settlement.

- 16. Pretrial Conference:** A **pretrial conference** will be conducted, in person, if the Court determines such a conference is necessary. If the Court anticipates imposing time limits on the presentation of evidence that *significantly* reduces the parties' estimated trial length, the Court will schedule a pretrial conference and advise of such deadlines so that counsel will have reasonable notice of such limits. Lead counsel for each party must attend, or, if the party is proceeding *pro se*, the party must attend. FED. R. CIV. P. 16 (c)(1) & (e). Lead counsel and *pro se* parties must have the authority to enter into stipulations and admissions that would facilitate the admission of evidence and reduce the time and expense of trial. *Id.* All pretrial motions not previously decided will be resolved at that time, and procedures for trial will be discussed. At the final pretrial conference, it should be possible to assign the specific date for trial during the four-week

docket. **Telephone calls about the probable trial date prior to the final pretrial conference will not likely be beneficial to counsel or the Court staff.**

17. **Modification of Scheduling Order:** As addressed above, this Order shall control the disposition of this case unless it is modified by the Court upon a showing of **good cause** and by **leave of court**. FED. R. CIV. P. 16(b)(4). Any request that the **trial date** of this case be modified must be made (a.) **in writing** to the Court; (b.) **before** the deadline for completion of discovery; and (c.) **in accordance with the United States District Court for the Northern District of Texas Civil Justice Expense and Delay Reduction Plan ¶ V and Local Rule 40.1** (motions for continuance must be signed by the party as well as by the attorney of record).
18. **Sanctions:** Should any party or counsel fail to cooperate in doing anything required by this Order, such party or counsel or both may be subject to sanctions. If the *plaintiff* does not timely file the required (or other) pretrial material, the case will be dismissed. If the *defendant/third party* does not timely file the required (or other) pretrial material, a default will be entered or the defendant/third party will not be permitted to present witnesses or exhibits at trial. Fines or other sanctions, if appropriate, may also be imposed under Rule 16(f). **Failure to list a witness, exhibit, or deposition excerpt as required by this Order** shall be grounds for exclusion of that evidence. This does not apply to testimony, exhibits, or deposition excerpts offered for impeachment; further, the use of unlisted witnesses, exhibits, or deposition excerpts for rebuttal shall be permitted if the attorneys could not have reasonably anticipated their need for that evidence.

19. **Electronic Filing Procedures:** This case has been designated for enrollment in the Electronic Case Filing System (CM/ECF). (For more information on the ECF system, please see <http://www.txnd.uscourts.gov/filing/ecf.html>). Now that the case is designated an ECF case, all documents must be filed electronically; however, the Court still requires that courtesy copies of dispositive motions (and accompanying briefs and appendices) be sent to Chambers. Proposed orders are **required** to be submitted with **EVERY** motion. (Modification to Local Rule 7.1(c)). Proposed orders must be submitted via e-mail in a WordPerfect-compatible format as instructed in the CM/ECF system's "Proposed Orders" Event. The proposed orders must be e-mailed to: o'connor_orders@txnd.uscourts.gov and include the case number and the document number of the referenced motion in the subject line.
20. **Citations:** All briefs filed with the Court shall comply with the most recent edition of *The Bluebook: A Uniform System of Citation*. Particularly, counsel are directed to provide, where applicable, the subsections of cited statutes, and to provide pincites when citing cases, i.e., provide the page where the stated legal proposition can be found. *See Bluebook* Rules 3.2-3.4 (Columbia Law Review Ass'n et al. eds, 19th ed. 2010) (regarding pincites and subsections). Furthermore, if a brief contains citations to unpublished opinions or to LEXIS, counsel must attach copies of those cases to the brief.
21. **Notice:** Each attorney of record and any unrepresented party must review and adhere to the Local Civil Rules of the Northern District of Texas, which may be accessed at http://www.txnd.uscourts.gov/rules/localrules/lr_civil.html.

Additionally, each attorney of record and any unrepresented party must review and abide by the standards of litigation conduct for attorneys appearing in civil actions in the Northern District of Texas, as outlined in *Dondi Properties Corp. v. Commerce Savings & Loan*, 121 F.R.D. 284 (N.D. Tex. 1988) (en banc), which may be accessed at <http://www.txnd.uscourts.gov/publications/index.html>.

22. **Inquiries:** Questions relating to this scheduling order or legal matters should be presented in a motion, as appropriate. Questions regarding electronic notice or electronic case files shall be directed to the **Help Desk** at **1-(866) 243-2866**.

SO ORDERED on this **12th day of June, 2014**.


Reed O'Connor
UNITED STATES DISTRICT JUDGE

Exhibit 9

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN JOSE DIVISION
4

5 APPLE INC., A CALIFORNIA) C-11-01846 LHK
6 CORPORATION,)
7) SAN JOSE, CALIFORNIA
8 PLAINTIFF,)
9) JULY 30, 2012
10 VS.)
11) VOLUME 1
12 SAMSUNG ELECTRONICS CO.,)
13 LTD., A KOREAN BUSINESS) PAGES 1-282
14 ENTITY; SAMSUNG)
15 ELECTRONICS AMERICA,)
16 INC., A NEW YORK)
17 CORPORATION; SAMSUNG)
18 TELECOMMUNICATIONS)
19 AMERICA, LLC, A DELAWARE)
20 LIMITED LIABILITY)
21 COMPANY,)
22 DEFENDANTS.)

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1 SPEAK OUT SO THAT SHE CAN CREATE A CLEAR TRANSCRIPT
2 FOR US.

3 I ALSO HAVE LAW CLERKS AND EXTERNS WHO
4 ARE LAW STUDENTS WHO ARE HELPING ME DURING THIS
5 SUMMER, MANY OF WHOM WILL ALL BE LEAVING DURING
6 THIS TRIAL, BUT IF YOU RECOGNIZE ANY OF OUR TEAM --
7 I'M GOING TO STATE THEIR NAMES AS WELL -- I'D LIKE
8 YOU TO RAISE YOUR HAND AND LET US KNOW IF YOU KNOW
9 OF ANY OF THESE INDIVIDUALS.

10 LAURIE DEAN, CONNIE CHAN, THOMAS FU. I
11 HAVE OTHER FOLKS WHO ARE LEAVING BUT WHO PREVIOUSLY
12 WORKED ON THIS CASE AS WELL, JUAN VALDIEVIESO,
13 ASHER HODES, DANIEL KUO, KATE WEIS, MONICA LIENKE.

14 DOES ANYONE RECOGNIZE ANY OF THOSE NAMES,
15 HAVE HEARD OF THEM, HAD ANY PRIOR ACQUAINTANCE WITH
16 ANYONE?

17 IF YOU HAVE, WOULD YOU PLEASE RAISE YOUR
18 HAND.

19 THE RECORD SHOULD REFLECT THAT NO ONE HAS
20 RAISED THEIR HAND.

21 OKAY. WELL, LET'S GET INTO THE QUESTION
22 OF DO YOU, A FAMILY MEMBER, CLOSE FRIEND, WORK FOR
23 OR HAVE EVER WORKED FOR APPLE, SAMSUNG, GOOGLE, OR
24 MOTOROLA? SO I THINK A LOT OF HANDS ARE GOING TO
25 GO UP. LET'S SEE.

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1 THE LAW AS I INSTRUCT YOU?

2 PROSPECTIVE JUROR: YES.

3 THE COURT: OKAY. SO IF I -- YOU'RE
4 GOING TO GET A JURY INSTRUCTION THAT YOU CANNOT
5 BASE YOUR DECISION ON ANY SYMPATHY, PREJUDICE, LIKE
6 OR DISLIKE.

7	CAN YOU DO THAT?
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8 PROSPECTIVE JUROR: YES.

9 THE COURT: OKAY. THANK YOU.

10 LET'S GO TO MR. OKAMOTO, PLEASE.

11 PROSPECTIVE JUROR: YES. SO -- HELLO.

12 | YEAH.

13 SO I'M CURRENTLY EMPLOYED AT GOOGLE

14 AND -- YEAH, SO THAT I RAISED MY HAND.

15 THE COURT: ALL RIGHT. WHAT DO YOU DO AT

16 GOOGLE?

17 PROSPECTIVE JUROR: SO I'M A USER
18 INTERFACE DESIGNER.

19 THE COURT: OKAY. AND WOULD THAT IN ANY
20 WAY AFFECT YOUR ABILITY TO BE FAIR AND IMPARTIAL IN
21 THIS CASE?

22 PROSPECTIVE JUROR: I DON'T BELIEVE SO.

23 THE COURT: OKAY. WOULD YOU BASE YOUR
24 DECISION, IF YOU'RE SELECTED AS A JUROR, SOLELY ON
25 THE EVIDENCE THAT'S ADMITTED DURING THIS TRIAL AND

1 APPLY THE LAW AS I INSTRUCT YOU?

2 PROSPECTIVE JUROR: YES.

3 THE COURT: OKAY. CAN YOU SET ASIDE ANY
4 SYMPATHIES, PREJUDICES, LIKES, DISLIKES?

5 PROSPECTIVE JUROR: YES.

6 THE COURT: OKAY. THANK YOU.

7 WHO ELSE IN ROW 1?

8 ALL RIGHT. NO HANDS HAVE BEEN RAISED.

9 LET'S GO TO ROW 2. WHO ELSE IN ROW 2 HAS
10 A FAMILY MEMBER, CLOSE FRIEND OR YOU YOURSELF EVER
11 WORKED FOR APPLE, SAMSUNG, GOOGLE OR MOTOROLA?
12 NUMBER 13.

13 ALL RIGHT. MR. BARRAGAN, GO AHEAD,
14 PLEASE.

15 PROSPECTIVE JUROR: I HAVE A FRIEND WHO
16 WORKS AT APPLE.

17 THE COURT: WHO USED TO OR CURRENTLY?

18 PROSPECTIVE JUROR: CURRENTLY.

19 THE COURT: OH. AND WHAT IS THAT
20 PERSON'S JOB?

21 PROSPECTIVE JUROR: I DON'T KNOW.

22 THE COURT: LET ME ACTUALLY GO BACK TO
23 MS. HALIM. WHAT DOES YOUR FRIEND AT APPLE DO?

24 PROSPECTIVE JUROR: ASIC DESIGN FOR IPAD
25 AND IPHONE.

1 THE COURT: I'M SORRY, MR. BARRAGAN. LET
2 ME GO BACK TO MS. HALIM A MOMENT.

3 HAVE YOU SPOKEN TO YOUR FRIEND ABOUT HER
4 ACTUAL JOB?

5 PROSPECTIVE JUROR: NO, NOT -- NOT IN
6 DETAIL, BUT I KNOW HE, HE DOES ASIC DESIGN.

7 THE COURT: AND WHAT DO YOU YOURSELF DO?

8 PROSPECTIVE JUROR: I USED TO BE
9 ENGINEER, BUT NOW I WORK FOR A START-UP, MOSTLY ON
10 THE OPERATING AND FINANCE.

11 THE COURT: AND HOW DID YOU MEET THIS
12 FRIEND WHO CURRENTLY WORKS AT APPLE?

13 PROSPECTIVE JUROR: WE USED TO WORK
14 TOGETHER FOR A LONG TIME AT CISCO.

15 THE COURT: I SEE. OKAY. ALL RIGHT.
16 THANK YOU.

17 LET'S GO BACK TO MR. BARRAGAN. YOUR
18 FRIEND AT APPLE, HOW DO YOU KNOW THIS FRIEND?

19 PROSPECTIVE JUROR: I USED TO WORK WITH
20 HIM AT MY CURRENT EMPLOYER.

21 THE COURT: WHO IS YOUR CURRENT EMPLOYER?

22 PROSPECTIVE JUROR: SPACE SYSTEMS LORAL.

23 THE COURT: AND HOW OFTEN DO YOU SEE THIS
24 FRIEND?

25 PROSPECTIVE JUROR: I DON'T SEE HIM IN

1 PERSON. IT'S MAINLY THROUGH TEXTING AND PHONE.

2 THE COURT: OKAY. HAVE YOU SPOKEN WITH
3 THIS FRIEND AT ALL ABOUT THIS CASE?

4 PROSPECTIVE JUROR: NO.

5 THE COURT: OKAY. HOW FREQUENTLY DO YOU
6 TEXT AND PHONE YOUR FRIEND?

7 PROSPECTIVE JUROR: MAYBE FOUR OR FIVE
8 TIMES A WEEK. A LITTLE LESS THAN THAT I GUESS.

9 THE COURT: OKAY. I WOULD -- I WILL
10 INSTRUCT YOU, IF YOU'RE SELECTED AS A JUROR, THAT
11 YOU ARE NOT TO HAVE CONTACT WITH THAT FRIEND. CAN
12 YOU DO THAT?

13 PROSPECTIVE JUROR: YES.

14 THE COURT: ALL RIGHT. WOULD YOUR
15 RELATIONSHIP WITH THIS FRIEND AFFECT YOUR ABILITY
16 TO BE FAIR AND IMPARTIAL TO BOTH SIDES IN THIS
17 CASE?

18 PROSPECTIVE JUROR: NO.

19 THE COURT: ALL RIGHT. YOU WOULD DECIDE
20 THIS CASE SOLELY BASED ON THE EVIDENCE THAT'S
21 ADMITTED AT THIS TRIAL AND APPLYING THE LAW AS I
22 INSTRUCT YOU?

23 PROSPECTIVE JUROR: THAT IS CORRECT.

24 THE COURT: OKAY. THANK YOU.

25 LET'S GO TO THE THIRD ROW. I THINK THERE

1 THAT'S JUST SOCIAL?

2 PROSPECTIVE JUROR: WE'RE BOTH IN A
3 NONPROFIT ORGANIZATION, SO HE HELPS OUT WITH CIRCLE
4 K.

5 THE COURT: I WOULD INSTRUCT YOU NOT TO
6 HAVE ANY CONTACT WITH THIS PERSON DURING THE
7 DURATION OF THIS TRIAL. CAN YOU DO THAT?

8 PROSPECTIVE JUROR: I COULD DO THAT.

9 THE COURT: OKAY. WOULD YOUR
10 RELATIONSHIP WITH YOUR FRIEND AT GOOGLE IN ANY WAY
11 IMPACT YOUR ABILITY TO BE FAIR TO BOTH SIDES?

12 PROSPECTIVE JUROR: I COULD BE FAIR.

13 THE COURT: OKAY. LET ME HEAR ABOUT YOUR
14 FRIEND AT APPLE. CURRENT OR PAST EMPLOYEE?

15 PROSPECTIVE JUROR: CURRENT.

16 THE COURT: AND DO YOU KNOW WHAT THE JOB
17 IS?

18 PROSPECTIVE JUROR: NO. SHE'S JUST KNOWN
19 ME SINCE I WAS A KID, BUT WE DON'T REALLY TALK
20 ABOUT JOB STUFF.

21 THE COURT: ALL RIGHT. HOW FREQUENTLY DO
22 YOU HAVE CONTACT WITH THIS FRIEND AT APPLE?

23 PROSPECTIVE JUROR: PROBABLY ONCE EVERY
24 TWO MONTHS.

25 THE COURT: SOCIAL OR SOME OTHER CONTACT?

1 PROSPECTIVE JUROR: FAMILY STUFF. NOT
2 DIRECT FAMILY. SHE'S JUST -- I JUST KNOW HER
3 THROUGH MY COUSIN BECAUSE -- A LOT OF, LIKE,
4 CAMPING EVENTS WITH FAMILY AND GIRL SCOUTS AND
5 STUFF.

6 THE COURT: DID YOU SAY GIRL SCOUTS?

7 PROSPECTIVE JUROR: KIND OF, YEAH.

8 THE COURT: ALL RIGHT. NOW, I WILL
9 INSTRUCT YOU THAT YOU ARE NOT TO HAVE ANY CONTACT
10 WITH THAT PERSON DURING THIS TRIAL. CAN YOU DO
11 THAT?

12 PROSPECTIVE JUROR: NO PROBLEM.

13 THE COURT: ALL RIGHT. ANYTHING ABOUT
14 YOUR RELATIONSHIP WITH THIS FRIEND WHO CURRENTLY
15 WORKS AT APPLE THAT WOULD AFFECT YOUR ABILITY TO BE
16 FAIR AND IMPARTIAL TO BOTH SIDES IN THIS CASE?

17 PROSPECTIVE JUROR: I COULD BE FAIR.

18 THE COURT: OKAY. ALL RIGHT. THANK YOU.

19 LET'S -- MR. DEPRIEST, YOU'RE A CURRENT
20 APPLE EMPLOYEE; CORRECT?

21 PROSPECTIVE JUROR: YES, MA'AM.

22 THE COURT: AND WHAT'S YOUR JOB THERE?

23 PROSPECTIVE JUROR: I'M A Q.A. ENGINEER
24 FOR THE ICLOUD PRODUCT.

25 THE COURT: ALL RIGHT. THANK YOU.

1 MR. SHAH, YOU RAISED YOUR HAND. GO
2 AHEAD.

3 PROSPECTIVE JUROR: YEAH. MY SON WORKS
4 AT APPLE.

5 THE COURT: OKAY. AND WHAT DOES YOUR SON
6 DO?

7 PROSPECTIVE JUROR: HE'S IN THE LEGAL
8 DEPARTMENT, CORPORATE LAW.

9 THE COURT: ALL RIGHT. HAS HE HAD ANY
10 INVOLVEMENT IN THIS CASE THAT YOU KNOW OF?

11 PROSPECTIVE JUROR: WELL, WE DON'T TALK
12 ABOUT --

13 THE COURT: HIS WORK?

14 PROSPECTIVE JUROR: -- THE CASES, YES.

15 THE COURT: AND HE'S A CURRENT EMPLOYEE;
16 CORRECT?

17 PROSPECTIVE JUROR: YES.

18 THE COURT: ALL RIGHT. WELL, WE'LL DELVE
19 INTO THAT A LITTLE LATER.

20 ANYONE ELSE? I THINK, MR. TEPMAN, YOU --

21 PROSPECTIVE JUROR: I HAVE A QUESTION.

22 THE COURT: OKAY. MR. ROGERS?

23 PROSPECTIVE JUROR: I DON'T HAVE ANYONE
24 WHO WORKS AT APPLE, BUT DO I KNOW MY GRANDPARENTS
25 HAVE STOCK. IS THAT RELEVANT AT THIS TIME?

1 THE COURT: YES. THAT WAS GOING TO BE MY
2 NEXT QUESTION.

3 PROSPECTIVE JUROR: SO SHOULD I PASS IT
4 ON AND TALK ABOUT THAT LATER?

5 THE COURT: NO, GO AHEAD. SO YOU'RE
6 GRANDPARENTS CURRENTLY OWN STOCK IN APPLE. IS THAT
7 RIGHT?

8 PROSPECTIVE JUROR: YES.

9 THE COURT: ARE YOU A BENEFICIARY ON
10 THEIR INVESTMENT OR ANYTHING LIKE THAT?

11 PROSPECTIVE JUROR: NOT DIRECTLY. I
12 THINK BOTH THEY AND MY PARENTS WOULD HAVE TO PASS
13 ON FOR ME TO BENEFIT FROM THAT AT ALL.

14 THE COURT: OKAY. WOULD THAT IN ANY WAY,
15 YOUR POTENTIAL FINANCIAL BENEFIT IN ANY WAY, OR
16 ANYTHING ABOUT YOUR GRANDPARENTS' INVESTMENT AFFECT
17 YOUR ABILITY TO BE FAIR AND IMPARTIAL IN THIS CASE?

18 PROSPECTIVE JUROR: I DON'T THINK SO.
19 I'M FAIRLY CERTAIN IT WOULDN'T.

20 THE COURT: ALL RIGHT. WOULD YOU DECIDE
21 THIS CASE BASED SOLELY ON THE EVIDENCE THAT'S
22 ADMITTED DURING THIS TRIAL AND APPLY THE LAW AS I
23 INSTRUCT YOU?

24 PROSPECTIVE JUROR: YES.

25 THE COURT: OKAY. AND YOU'LL SET ASIDE

1 ANY SYMPATHIES OR LIKES OR DISLIKES?

2 PROSPECTIVE JUROR: YES.

3 THE COURT: OKAY. ALL RIGHT. THANK YOU.

4 LET'S GO TO MR. TEPMAN, PLEASE.

5 PROSPECTIVE JUROR: YEAH, MY SON WORKS IN
6 GOOGLE. HE'S AN ECONOMIST.

7 THE COURT: HE'S CURRENTLY AN ECONOMIST
8 AT GOOGLE?

9 PROSPECTIVE JUROR: YES.

10 THE COURT: OKAY. HAVE YOU SPOKEN WITH
11 YOUR SON ABOUT THIS CASE?

12 PROSPECTIVE JUROR: NO.

13 THE COURT: ALL RIGHT. WOULD YOUR SON'S
14 CURRENT EMPLOYMENT AT GOOGLE IN ANY WAY AFFECT YOUR
15 ABILITY TO BE FAIR AND IMPARTIAL TO BOTH SIDES IN
16 THIS CASE?

17 PROSPECTIVE JUROR: I DON'T THINK SO.

18 THE COURT: ALL RIGHT. THANK YOU.

19 WHO ELSE ON THE THIRD ROW? NO ONE ELSE?

20 ALL RIGHT. CAN WE PLEASE GO -- DID

21 ANYONE RAISE THEIR HAND IN THE FOURTH ROW? NO. NO
22 HANDS HAVE BEEN RAISED.

23 FIFTH ROW.

24 ALL RIGHT. LET'S GO TO MR., IS IT
25 FLADELAND?

1 PROSPECTIVE JUROR: YES.

2 THE COURT: ALL RIGHT. IF YOU COULD
3 PLEASE TAKE THE MICROPHONE AND -- OKAY. GO AHEAD,
4 PLEASE.

5 PROSPECTIVE JUROR: TWO FRIENDS. ONE IS
6 A CURRENT EMPLOYEE OF APPLE; ONE IS A FORMER
7 EMPLOYEE OF APPLE AND NOW HE WORKS FOR AMAZON.

8 THE COURT: AND WHAT IS THE CONTEXT IN
9 WHICH YOU KNOW THESE TWO FRIENDS?

10 PROSPECTIVE JUROR: JUST FRIENDS I'VE
11 KNOWN SEVEN, EIGHT YEARS.

12 THE COURT: HOW FREQUENTLY DO YOU
13 INTERACT WITH THE CURRENT EMPLOYEE OF APPLE?

14 PROSPECTIVE JUROR: A COUPLE OF TIMES A
15 MONTH.

16 THE COURT: IF I ASKED YOU -- OR I WOULD
17 INSTRUCT YOU NOT TO HAVE ANY CONTACT WHATSOEVER, NO
18 TWEETS, NO FACEBOOK, NO NOTHING WITH THAT PERSON
19 DURING THE COURSE OF THIS TRIAL, CAN YOU DO THAT?

20 PROSPECTIVE JUROR: YES.

21 THE COURT: ALL RIGHT. HAS THAT CURRENT
22 EMPLOYEE TOLD YOU ANYTHING ABOUT THIS CASE?

23 PROSPECTIVE JUROR: NO.

24 THE COURT: ALL RIGHT. WHAT ABOUT THE
25 FORMER APPLE EMPLOYEE WHO IS NOW AT AMAZON? HOW

1 FREQUENTLY DO YOU INTERACT WITH THAT PERSON?

2 PROSPECTIVE JUROR: MAYBE ONCE A MONTH.

3 THE COURT: IS THAT IN PERSON OR JUST BY
4 ELECTRONIC --

5 PROSPECTIVE JUROR: USUALLY IN PERSON.

6 THE COURT: OKAY. AND I WOULD INSTRUCT
7 YOU NOT TO HAVE ANY CONTACT WITH THAT PERSON DURING
8 THIS TRIAL. CAN YOU DO THAT?

9 PROSPECTIVE JUROR: YES.

10 THE COURT: OKAY. HAS THAT PERSON AT ALL
11 COMMENTED TO YOU ABOUT THIS CASE?

12 PROSPECTIVE JUROR: NO.

13 THE COURT: ALL RIGHT. ANYTHING ABOUT
14 EITHER OF THOSE RELATIONSHIPS THAT WOULD AFFECT
15 YOUR ABILITY TO BE FAIR AND IMPARTIAL TO BOTH SIDES
16 IN THIS CASE?

17 PROSPECTIVE JUROR: NO.

18 THE COURT: OKAY. THANK YOU.

19 MR. LADWIG, I THINK YOU RAISED YOUR
20 NUMBER. GO AHEAD, PLEASE.

21 PROSPECTIVE JUROR: I'M A TEN YEAR FORMER
22 EMPLOYEE, PAST EMPLOYEE OF MOTOROLA.

23 THE COURT: ALL RIGHT. DO YOU HAVE ANY
24 CURRENT RELATIONSHIPS WITH MOTOROLA?

25 PROSPECTIVE JUROR: NOT REALLY, NO.

1 THE COURT: OKAY. WOULD YOUR PREVIOUS
2 EMPLOYMENT AT MOTOROLA AFFECT YOUR ABILITY TO BE
3 FAIR AND IMPARTIAL IN THIS CASE?

4 PROSPECTIVE JUROR: I DON'T BELIEVE SO.

5 THE COURT: ALL RIGHT. THANK YOU.

6 ANYONE ELSE ON ROW FIVE?

7 OKAY. LET'S GO TO ROW 6. DID ANYONE
8 RAISE YOUR CARD IN RESPONSE TO THIS QUESTION?

9 OKAY. THE RECORD SHOULD REFLECT THAT NO
10 HANDS HAVE BEEN RAISED.

11 ALL RIGHT. NOW, LET'S GO TO THE STOCK
12 QUESTION THAT MR. ROGERS HAS ALREADY ANSWERED, BUT
13 LET'S SEE, WHO ELSE -- DO YOU, A FAMILY MEMBER,
14 CLOSE FRIEND HAVE ANY BUSINESS RELATIONSHIP -- AND
15 I'M GOING TO INCLUDE IN THIS QUESTION EITHER YOU
16 OWN STOCK OR YOU'RE A CONTRACTOR OR DO SOME KIND OF
17 CONSULTING WORK OR -- AND I DON'T MEAN A RETAIL
18 CUSTOMER, BUT SORT OF A BIGGER CUSTOMER/SUPPLIER,
19 THAT KIND OF RELATIONSHIP WITH APPLE, SAMSUNG,
20 GOOGLE OR MOTOROLA?

21 WOULD YOU RAISE YOUR HAND, PLEASE.

22 ALL RIGHT. LET'S -- IT LOOKS LIKE THERE
23 ARE FOUR.

24 LET'S GO TO MR. OKAMOTO, PLEASE. IS THE
25 MICROPHONE -- WOULD YOU PLEASE PASS THAT BACK?

1 OWN STOCK IN APPLE?

2 PROSPECTIVE JUROR: YEP.

3 THE COURT: AND YOU HAVE DONE -- WHAT
4 KIND OF CONSULTING WORK HAVE YOU DONE FOR APPLE?

5 PROSPECTIVE JUROR: COMPLIANCE ON
6 SARBAINS-OXLEY, AND I DID CONSULTING.

7 THE COURT: WOULD YOU AND YOUR SON'S
8 STOCK OWNERSHIP AND YOUR CONSULTING WORK FOR APPLE
9 AFFECT YOUR ABILITY TO BE FAIR AND IMPARTIAL TO
10 BOTH SIDES IN THIS CASE?

11 PROSPECTIVE JUROR: I DON'T THINK SO.

12 THE COURT: ALL RIGHT. THANK YOU.

13 LET'S GO -- I KNOW MR. LADWIG. ANYONE
14 ELSE IN ROW 3, 4, 5 AND 6? WERE YOU GOING TO RAISE
15 YOUR HAND?

16 PROSPECTIVE JUROR: YEAH.

17 THE COURT: OKAY. GO AHEAD, PLEASE.

18 PROSPECTIVE JUROR: SO MY COMPANY IS
19 DOING VOICE OVER I.P. AND A LOT OF OUR CUSTOMER
20 USES GOOGLE VOICE FOR THEIR SERVICE.

21 THE COURT: AND WHAT'S THE NAME OF YOUR
22 COMPANY?

23 PROSPECTIVE JUROR: OBIHAI TECHNOLOGY.

24 THE COURT: OKAY. IS THERE ANYTHING
25 ABOUT YOUR COMPANY'S RELATIONSHIP WITH GOOGLE THAT

1 PROSPECTIVE JUROR: I THINK 2004 OR '05.

2 THE COURT: AND HOW LONG -- WHAT WAS THE
3 DURATION OF YOUR CONSULTING PROJECT?

4 PROSPECTIVE JUROR: I WAS PROBABLY THERE
5 ABOUT FIVE WEEKS.

6 THE COURT: ANYTHING ABOUT THAT
7 CONSULTING PROJECT THAT WOULD AFFECT YOUR ABILITY
8 TO BE FAIR AND IMPARTIAL TO BOTH SIDES IN THIS
9 CASE?

10 PROSPECTIVE JUROR: NO.

11 THE COURT: ALL RIGHT. THANK YOU.

12 DID ANYONE ELSE RAISE THEIR HAND TO THIS
13 QUESTION ABOUT THE BUSINESS RELATIONSHIP?

14 PROSPECTIVE JUROR: I HAVE A QUESTION.

15 THE COURT: YES? AND THAT'S MR. ROGERS.

16 PROSPECTIVE JUROR: WOULD I BE ASKED TO
17 NOT TALK TO MY GRANDMOTHER DURING THE ENTIRE CASE
18 OF THE TRIAL?

19 THE COURT: OH, THAT'S REALLY HARD. I'M
20 NOT GOING TO MAKE YOU DO THAT. BUT I'M GOING TO
21 SAY THAT IF YOU GET SELECTED, YOU CANNOT --

22 PROSPECTIVE JUROR: TALK ABOUT THE CASE?

23 THE COURT: AT ALL.

24 PROSPECTIVE JUROR: I WOULD CERTAINLY BE
25 WILLING TO DO THAT.

1 YOU CAN TAKE THAT WITH YOU.

2 ALL RIGHT. THANK YOU, SIR.

3 PROSPECTIVE JUROR: THANK YOU.

4 THE COURT: ALL RIGHT. LET'S BRING IN
5 MR. DEPRIEST.

6 (WHEREUPON, THE FOLLOWING PROCEEDINGS
7 WERE HELD OUT OF THE PRESENCE OF THE PROSPECTIVE
8 JURORS WITH ONLY MR. DEPRIEST PRESENT.)

9 THE COURT: ALL RIGHT. YOU CAN TAKE ANY
10 SEAT YOU WISH.

11 WHY DON'T YOU BRIEFLY TELL US WHY YOU
12 THINK YOU CAN'T BE FAIR AND IMPARTIAL.

13 PROSPECTIVE JUROR: ONE OF THE PLAINTIFFS
14 IS MY EMPLOYER.

15 THE COURT: ALL RIGHT. AND SO YOU COULD
16 NOT KEEP AN OPEN MIND? YOU WOULD FEEL PRESSURE TO
17 HAVE YOUR EMPLOYER PREVAIL IN THIS CASE?

18 PROSPECTIVE JUROR: I FEEL -- YES. I
19 MEAN, I WOULD LIKE FOR MY EMPLOYER TO PREVAIL.

20 THE COURT: ALL RIGHT. WELL, IS THERE AN
21 OBJECTION TO EXCUSING MR. DEPRIEST FOR CAUSE?

22 MR. PRICE: NO, YOUR HONOR.

23 MR. LEE: NONE, YOUR HONOR.

24 THE COURT: ALL RIGHT. THEN I'M GOING TO
25 THANK YOU AND EXCUSE YOU, MR. DEPRIEST. THANK YOU

1 FOR YOUR WILLINGNESS TO SERVE.

2 IF YOU WOULD LEAVE WHATEVER PAPERS ON THE
3 CHAIR.

4 AND THEN WOULD YOU PLEASE JUST REPORT TO
5 MR. YOUNGER AND MAKE SURE THAT --

6 PROSPECTIVE JUROR: YES, MA'AM.

7 THE COURT: ALL RIGHT. THANK YOU.

8 CAN YOU PLEASE BRING IN MR. SHAH.

9 (WHEREUPON, THE FOLLOWING PROCEEDINGS
10 WERE HELD OUT OF THE PRESENCE OF THE PROSPECTIVE
11 JURORS WITH ONLY MR. SHAH PRESENT.)

12 THE COURT: THANK YOU, MR. SHAH. TAKE A
13 SEAT ANYWHERE.

14 MR. SHAH, YOU WANT TO JUST TELL US VERY
15 BRIEFLY WHY YOU DON'T THINK YOU COULD BE FAIR AND
16 IMPARTIAL IN THIS CASE?

17 PROSPECTIVE JUROR: BECAUSE MAINLY I'VE
18 BEEN ASSOCIATED WITH APPLE FROM ITS FOUNDING DAYS.
19 ACTUALLY, MY BROTHER, WHEN IT WAS FOUNDED, EVEN
20 WORKED THERE FOR A BRIEF PERIOD OF TIME.

21 AND SO, LIKE, FROM THE STANDPOINT OF
22 KNOWING THE GROWTH OF APPLE AND HOW THE UPS AND
23 DOWNS OF APPLE HAVE TAKEN PLACE OVER THE PAST 30
24 YEARS, I FEEL, AND WITH MY SON WORKING OVER THERE
25 ALSO, ESPECIALLY, I FEEL THAT IT'S KIND OF BRED

1 INTO THE FAMILY THAT WE ARE AN APPLE KIND OF
2 FAMILY.

3 THE COURT: ALL RIGHT. SO YOU CANNOT BE
4 FAIR TO SAMSUNG IN THIS CASE?

5 PROSPECTIVE JUROR: I BELIEVE SO.

6 THE COURT: ALL RIGHT. ANY OBJECTION TO
7 EXCUSING MR. SHAH FOR CAUSE?

8 MR. PRICE: OBVIOUSLY NOT.

9 MR. LEE: NO, YOUR HONOR.

10 THE COURT: ALL RIGHT. MR. SHAH, THANK
11 YOU VERY MUCH FOR YOUR WILLINGNESS TO SERVE, SIR,
12 BUT YOU'RE THANKED AND EXCUSED.

13 IF YOU WOULD LEAVE THE PAPERWORK ON THE
14 CHAIR AND JUST GO TO THE SECOND FLOOR AND REPORT TO
15 MR. YOUNGER. THANK YOU.

16 ALL RIGHT. LET'S BRING IN MR. LADWIG,
17 PLEASE.

18 (WHEREUPON, THE FOLLOWING PROCEEDINGS
19 WERE HELD OUT OF THE PRESENCE OF THE PROSPECTIVE
20 JURORS WITH ONLY MR. LADWIG PRESENT.)

21 THE COURT: ANYWHERE YOU WANT, SIR. ALL
22 RIGHT. THE RECORD SHOULD REFLECT THAT MR. LADWIG
23 IS THE ONLY JUROR IN THE COURTROOM.

24 SIR, CAN YOU JUST VERY BRIEFLY TELL US
25 WHY YOU CAN'T BE FAIR AND IMPARTIAL TO BOTH SIDES

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I, THE UNDERSIGNED OFFICIAL COURT
REPORTER OF THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF CALIFORNIA, 280 SOUTH
FIRST STREET, SAN JOSE, CALIFORNIA, DO HEREBY
CERTIFY:

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LEE-ANNE SHORTRIDGE, CSR, CRR
CERTIFICATE NUMBER 9595

25

Exhibit 10

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

KANEKA CORPORATION,

§
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§
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§
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§

Plaintiff,

v.

3:10-CV-1430-P

JBS HAIR, INC. and UNO & COMPANY,
LTD.,

Defendants.

ORDER

Now before the Court is Defendants' JBS Hair, Inc ("JBS Hair"), and Uno & Company, Ltd. ("UNO") (collectively "Defendants") Motion for Judgment on the Pleadings For a Finding of No Personal Jurisdiction Or, In the Alternative, Motion to Transfer Venue to the Northern District of California Pursuant to 28 U.S.C 1404(a), filed on February 22, 2011.¹ (Doc. No. 50.) On March 21, 2011, while Defendants' motion was still pending, Plaintiff Kaneka Corporation ("Kaneka") filed a Motion for Leave to Amend the Pleadings to Join Jinny Beauty Supply Co, Inc. as a Defendant.² (Doc. No. 56.) After reviewing the parties' briefings, the evidence, and the applicable law, the Court DENIES Defendants' motion in its entirety and GRANTS Kaneka's Motion for Leave to Amend.

I. Background

On July 20, 2010, Kaneka filed its Original Complaint with Jury Demand against JBS Hair and UNO. (Doc. No. 1.) Kaneka asserted jurisdiction was proper under 28 U.S.C. §§ 1338(a) and

¹ Kaneka filed a Response on March 18, 2011. (Doc. No. 54.) Defendants filed a Reply on April 4, 2011. (Doc. No. 73.)

² Defendants filed a Response on April 14, 2011. (Doc. No. 76.) Kaneka filed a Reply April 28, 2011. (Doc. No. 79.)

1331. Kaneka asserted that Defendants were infringing upon its patents, numbered 7,759,429 (“429 Patent”) and 7,759,430 (“430 Patent”) (collectively “Patents-in-Suit”), and requested injunctive relief against the Defendants from further infringing on their patents. (Pl.’s Am. Compl. 1-5.) Kaneka also requests that the Court declare this action an exceptional case under 35 U.S.C. § 285, and award attorney’s fees. (*Id.* at 5.)

JBS Hair and UNO answered and counterclaimed separately, seeking a declaration that the Patents-in-Suit are invalid. (Docs. Nos. 24, 25.) Kaneka filed two corresponding answers. (Docs. Nos. 38, 39.) Defendants filed a Motion for Judgment of the Pleadings for a Finding of No Personal Jurisdiction, or In the Alternative, a Motion to Transfer to the Northern District of California. (Doc. No. 50.)

II. Motion for Leave to Amend to Add JBS

With the Defendants’ Motion to Dismiss still pending, Kaneka filed a Motion for Leave to Amend to add Jinny Beauty Supply, Co. (“JBS”) as a Defendant. (Doc. No. 56.) However, in their briefs regarding the Motion to Amend, neither party addresses whether the Court can exercise personal jurisdiction over JBS if it were added to the lawsuit. So, the Court will consider whether JBS can be added as a party and then determine if it can exercise personal jurisdiction over Defendants and JBS collectively.

A. Legal Principles

Regional circuit law governs amendments in patent cases. *Pressure Products Med. Supplies, Inc. v. Greatbatch Ltd.*, 599 F.3d 1308, 1315 (Fed. Cir. 2010) (internal citations omitted). In the instant case, Kaneka seeks leave of the court under Rule 15(a) to add a party under Rule 20(a), Fed. R. Civ. P. The grant of leave to amend is not automatic. *See Ynclan v. Dept. of the Air Force*, 943 F.2d 1388, 1391 (5th Cir. 1991). However, “Rule 15(a) evinces a bias in favor of

granting leave to amend.” *Chitimacha Tribe of La. v. Harry L. Laws Co., Inc.*, 690 F.2d 1157, 1163 (5th Cir. 1982), *cert. denied*, 464 U.S. 814 (1983). To decide whether to grant a motion to amend, this Court considers the four factors found in *Chitimacha*, that is, whether the amendment would: (1) cause undue delay or prejudice; (2) whether the movant is acting in bad faith or with a dilatory motive; (3) whether denial would prejudice the movant; and (4) whether the amendment is germane to the original cause of action. *Id.* (internal citations omitted).

B. Analysis

Defendants contest only the fourth factor, stating that adding JBS would be futile because they cannot prove that JBS infringed the Patents-in-Suit. (Defs.’ Opp. to Pl.’s Mot. for Leave to Amend 1.) However, Kaneka alleges that JBS may have in fact been helping JBS Hair infringe the patent through placing JBS Hair advertisements in their catalog. (Pl.’s Reply to Defs.’ Opp. to its Mot. for Leave to Amend 5-6.) Furthermore, Kaneka addresses the other factors the Court considers, first stating that the case is still in the early stages with little discovery completed, and the addition of JBS would result in efficiency without prejudicing either side. (Pl.’s Mot. for Leave to Amend 3-5.) Kaneka further contends that denial of leave to amend is only appropriate when a claim lacks legal sufficiency.

In a test of legal sufficiency, the Court must “accept the allegations as true, viewing them in the light most favorable to the plaintiff.” *Jamieson v. Shaw*, 772 F.2d 1208, 1209 (5th Cir. 1985); *see also* Fed. R. Civ. P. 12(b)(6). Without going into the merits of Kaneka’s claim, here Kaneka must allege sufficient facts that would, “accepted as true, ‘state a claim to relief that is plausible on its face.’” *Iqbal v. Ashcroft*, --- U.S. ---, 129 S. Ct. 1937, 1949 (2009) (*quoting Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). Here, Kaneka brought its original claim against Defendants pursuant to 35 U.S.C. § 271. Section 271(a) states that one who “makes, uses, offers

to sell, or sells any patented invention, within the United States or imports into the United States any patented invention during the term of the patent therefore, infringes the patent.”

Furthermore, section 271(b) holds liable those “[who] actively induces infringement of a patent.”

However, Defendants argue that their actions cannot give rise to infringement under § 271(a), because the advertisements are not an “offer of sale,” which would in turn support liability under § 271(a). Yet, Kaneka did not bring a claim solely under § 271(a), but a claim for patent infringement. (*See* Pl.’s Am. Compl. 3-4.) Taking all of Kaneka’s factual allegations as true and in a light most favorable to them, the Court finds that Kaneka could state a claim against JBS. Kaneka alleges that JBS holds the trademark under which JBS Hair markets and sells the accused product. Such an allegation could give rise to liability under § 271(b).³

Thus, as Kaneka suggests, adding JBS would not be futile because the facts alleged as to JBS could support liability. Furthermore, under the permissive joinder standard of Federal Rule of Civil Procedure 20(a) would lead to the broadest action possible, and avoid inconsistent adjudication with regard to JBS and JBS Hair. Examining the Proposed Second Amended Complaint, the Court finds that Kaneka is alleging the exact same claim against JBS as it is against JBS Hair and Uno. (*See* Doc. No. 76.1 at ¶¶ 13, 18.) The Court finds that there will be no substantial delay or prejudice to either party by allowing Kaneka to amend. Furthermore, Kaneka has not moved to amend in bad faith, and seeks to add a party whose actions are germane to this claim. Consequently, the Court GRANTS Kaneka’s Motion for Leave to Amend the Pleadings.

³ The Supreme Court interprets 35 U.S.C. § 271(b) as a requirement that “active steps . . . [be] taken to encourage direct infringement.” *Metro-Goldwyn-Mayer Inc., v. Grokster, Ltd.*, 545 U.S. 913, 936 (2005) (internal citations omitted). Those “active steps” boil down to the court finding that one “actively and knowingly aid and abet another’s direct infringement” *Water Techs. Corp. v. Calco, Ltd.*, 850 F.2d 660, 668 (Fed. Cir. 1988). The aiding and abetting requirement can be met with evidence showing advertisement of an infringing use, demonstrations of infringing uses by sales staff, or even infringing uses depicted in promotional films. *Grokster*, 545 U.S. at 936 (internal citations omitted).

III. Personal Jurisdiction

A. Legal Principles

In patent infringement suits, Federal Circuit law is controlling for personal jurisdiction determinations. *See Akro Corp. v. Luker*, 45 F.3d 1541, 1543 (Fed. Cir. 1995). Alternatively, the application of regional circuit law in this matter “would . . . not promote our mandate of achieving national uniformity in the field of patent law.” *Beverly Hills Fan Co.*, 21 F.3d 1558, 1564 (Fed. Cir. 1994); *see also Panduit Corp. v. All States Mfg. Co.*, 744 F.2d 1564, 1574 (Fed. Cir. 1984).

The plaintiff has the burden of establishing the basis for a court to exercise personal jurisdiction over a nonresident defendant. *Bell Helicopter Textron, Inc. v. Am. Eurocopter, LLC*, 729 F. Supp.2d 789, 793 (N.D. Tex. 2010) (McBryde, J.) (internal citations omitted). When this Court makes a disposition regarding personal jurisdiction questions based on affidavits and written materials, the plaintiff must make a prima facie case showing that the defendants are subject to personal jurisdiction. *Electronics for Imaging, Inc. v. Coyle*, 340 F.3d 1344, 1349 (Fed. Cir. 2003). Furthermore, this Court must accept uncontroverted allegations in the plaintiff’s complaint as true, and resolve factual disputes in the plaintiff’s favor. *Id.*

First, the plaintiff must prove the forum state’s long-arm statute permits service of process. *Avocent Huntsville Corp. v. Aten Int’l Co., Ltd.*, 552 F.3d 1324, 1329 (Fed. Cir. 2008). The Texas long-arm statute reaches to the limits of Due Process. *See U-Anchor Adver. v. Burt*, 553 S.W.2d 760, 762 (Tex. 1977), *cert. denied*, 434 U.S. 1063 (1978), and TEX. CIV. PRAC. & REM. CODE ANN. § 17.042 (West 2008). Thus, the inquiry narrows to whether the nonresident defendant had sufficient minimum contacts “such that the maintenance of the suit does not offend traditional notions of fair play and substantial justice.” *Int’l Shoe Co. v. Washington*, 326

U.S. 310, 316 (1945). Specifically, the Federal Circuit examines whether (1) the defendant “purposefully directed [its] activities at residents” of the forum state; (2) if “the litigation results from alleged injuries that arise out of or relate to those activities;” and (3) “whether personal jurisdiction can be exercised in a given case consistent with the Due Process Clause.” *Akro Corp. v. Luker*, 45 F.3d 1541, 1545 (Fed. Cir. 1995). In regards to the third factor, fairness in forcing a nonresident defendant to defend in an unfamiliar forum may compel dismissal for lack of personal jurisdiction. *See Asahi Metal Indus. Co. v. Super. Ct. of Cal., Solano Cnty.*, 480 U.S. 102, 114-15 (1987). The Court evaluates fairness according to five factors: “[1] the burden on the defendant, [2] the forum State’s interest in adjudicating the dispute, [3] the plaintiff’s interest in obtaining convenient and effective relief, [4] the interstate judicial system’s interest in obtaining the most efficient resolution of controversies, and [5] the shared interest of the several States in furthering fundamental substantive social policies.” *Avocent Huntsville Corp. v. Aten Int’l Co., Ltd.*, 552 F.3d 1324, 1331 (Fed Cir. 2008) (*quoting World-Wide Volkswagen v. Woodson*, 444 U.S. 286, 292 (1980)) (internal quotation marks omitted).

A finding of no specific jurisdiction does not completely foreclose this Court’s jurisdiction. This Court “may exercise general jurisdiction when a nonresident defendant has contacts with the forum that are sufficiently continuous and systematic as to support the reasonable exercise of jurisdiction.” *Bell Helicopter Textron, Inc. v. Am. Eurocopter, LLC*, 729 F. Supp.2d 789, 795 (N.D. Tex. 2010); *see also Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 416 (1984). However Defendants argue that Kaneka cannot make the requisite showing to support a finding of specific or general jurisdiction. (Defs.’ Mot. to Dismiss 1.) In its Reply, Kaneka implicitly concedes this, as its evidence and relevant law do not address any probable finding of general jurisdiction. Thus the Court will omit any general jurisdiction analysis.

B. Specific Jurisdiction Analysis

In its Second Amended Complaint, Kaneka alleges that personal jurisdiction exists because UNO, JBS, and JBS Hair:

[Placed] their products that infringe Kaneka's patents within the stream of commerce, which this stream is directed at this District as well as Texas. Personal jurisdiction also exists over JBS because it has minimum contacts with this forum as a result of business regularly conducted within the State of Texas and within this Judicial District. Further, specific jurisdiction exists as a result of JBS's having committed the tort of patents infringement within Texas and this District, by its offer for sale and sale of products that infringe Kaneka's patents-in-suit within Texas and this District, and by having a place of business in Texas and this District (Dallas).

(Pl.'s 2d Am. Compl. ¶ 5.) Kaneka further alleges that JBS Hair "uses, sells, offers for sale and imports infringing hair products under the trade name "NATURA®," which UNO manufactures (*Id.* at ¶ 10.) Kaneka asserts that defendants "know and intend that customers within this District will use said hair products..." (*Id.* at ¶ 11.)

i. Purposefully Directed Activities

Applying the facts to the first prong of the *Akro* test, whether Defendant "purposefully directed his activities at the forum state," Kaneka argues that UNO colludes with JBS Hair to place UNO's "NATURA" mark on their products and JBS Hair's website supports the conclusion that UNO purposefully placed its products into distribution channels that led all the way to Texas. (Pl.'s Opp. To Defs.' Mot. to Dismiss 7.) Kaneka asserts that JBS Hair admits to making sales of its products to companies in Texas and advertising within the state with JBS. (*Id.* at 5.) Furthermore, Kaneka asserts that JBS owns the trademark "PURE EXCHANGE TANGLE FREE HAIR" which JBS Hair uses to sell the infringing products. (*Id.* at 6.) Defendants argue Kaneka did not present evidence that the accused product made its way to Texas, or that JBS Hair sold it in Texas. (Defs.' Reply in Supp. for their Mot. for J. on the Pleadings 4.)

To support their proposition, Kaneka cites *Beverly Hills Fan Co. v. Royal Sovereign Corp.*, 21 F.3d 1558 (Fed. Cir. 1994). Kaneka argues that in *Beverly Hills Fan*, the foreign manufacturer was in the same position as UNO—no assets, employees, sales, or license to do business in the forum state—yet the court was correct to exercise jurisdiction over the company because the manufacturer purposefully shipped products through an established distribution channel. (Pl.’s Opp. To Defs.’ Mot. to Dismiss 7.) Kaneka’s reading is correct. The *Beverly Hills Fan* court did find jurisdiction was proper, because “[I]f the sale of a product is not simply an isolated occurrence, but arises from the efforts of the [defendants] to serve, directly or indirectly, the market for its product . . . , it is not unreasonable to subject it to suit.” 21 F.3d at 1566 (alterations in original) (*quoting World Wide Volkswagen v. Woodson*, 444 U.S. 286, 297 (1980)). The recent Federal Circuit decision in *Nuance Communications, Inc. v. Abbyy Software House* is also instructive. 626 F.3d 1222 (Fed. Cir. 2010). There the court, applying the first factor of the *Akro* test, found that a foreign parent company helping its American subsidiary advertise and sell the product in the forum state supported finding that they had purposefully directed their activities there. *Id.* at 1231. That scenario is analogous to the instant case. Here, UNO allows JBS Hair to place their NATURA mark on the accused products. (Pl.’s Opp. To Defs.’ Mot. to Dismiss 7.) Furthermore, JBS holds the trademark for JBS Hair’s allegedly infringing product. (Pl.’s Opp. to Defs.’ Mot. to Dismiss 5-6.)

ii. Injury Relates to Activities in the Forum

Moving to the second prong of *Akro*, “if the alleged injury arises or relates to activities in the forum state.” Here Kaneka alleges again that JBS Hair sells the accused products with the NATURA mark. (Pl.’s Opp. to Defs.’ Mot. to Dismiss 7.) Furthermore, Kaneka asserts that JBS Hair and JBS advertise they are the largest beauty supply distributors in the U.S., and that UNO

would most likely be aware of the sale of its products by these entities. (*Id.* at 8.) Because of this knowledge, Kaneka argues, it follows that if JBS Hair has a branch in Dallas, then UNO would be aware that JBS Hair and JBS advertise and sell their products in the District. (*Id.*)

Defendants counter Kaneka's evidence by citing to the affidavits of JBS Hair and UNO's executives. The affidavits assert: (1) neither UNO or JBS Hair have offices or employees in Texas (Defs.' Mot. to Dismiss 3, 4); (2) neither parties are licensed to do business in Texas (*Id.*); (3) UNO has never shipped the allegedly infringing product to Texas (*Id.*); (4) JBS Hair has never sold any of the accused products in Texas or to any entity in Texas (*Id.* at 4.); and (5) JBS Hair has fewer than 20 customers in Texas that constitute less than 1% of its annual revenue. (*Id.*) Defendants then claim that the evidence should result in a finding of no specific or general jurisdiction, and cite to Fifth Circuit precedent and state that JBS Hair's low volume of sales within Texas should preclude the Court's exercise of personal jurisdiction. (*Id.* at 5; Defs.' Reply in Supp. for their Mot. to Dismiss 6.) Finally, Defendants attempt to refute Kaneka's allegations by collecting Fifth Circuit and Texas cases discussing the irrelevance of corporate interrelatedness to personal jurisdiction determinations. (*Id.* at 6-8.)

Kaneka again meets the requirements of the second *Akro* factor, as the claim of infringement arises out of UNO and JBS Hair's activities within the forum. Just because a defendant does not sell the product within the forum state does not mean that infringement did not take place within the forum state. *See Synthes v. G.M. Dos Reis Jr. Ind. Com. De Equip. Medico*, 563 F.3d 1285, 1298 (Fed. Cir. 2009). In *Synthes*, an American company sued a Brazilian company for patent infringement when it displayed medical devices at a trade show in San Diego. 563 F.3d at 1288. The FDA had not even licensed the Brazilian company's accused product for sale in the U.S. *Id.* at 1298. Yet, the Federal Circuit found jurisdiction proper even

when the Brazilian company's *sales* efforts were not directed at U.S. residents, the alleged infringement occurred in the forum because the Brazilian company was trying to generate interest at the San Diego trade show. *Id.* (emphasis in original).

Here, Defendants cannot escape that placing NATURA marks on the accused products and JBS Hair then advertising them in catalogs within the District might create some interest in the product. (*See* Pl.'s Opp. to Defs.' Mot. for J. on the Pleadings App. 047-049.) Despite Defendants' efforts to articulate that the advertisements were not offers to sell, by their very nature, advertisements direct potential customers to the product. Defendants' actions involving the accused product made use of the forum to promote their product, thus giving rise to Kaneka's claim. Defendants must be reminded that at this stage the Court will not delve into whether Kaneka has made a *prima facie* showing on the merits of its infringement claim. *See Synthes*, 563 F.3d at 1298-99 ("We see no reason to address . . . whether Synthes made a *prima facie* showing that GMReis's activities in the United States constituted patent infringement . . .").

iii. The Exercise of Personal Jurisdiction Consistent With Due Process

On the third *Akro* factor, "whether personal jurisdiction can be exercised consistent with Due Process," Kaneka has met its burden. Kaneka cites to *Beverly Hills Fan* to support the proposition that working with a U.S. company means a foreign company cannot feign ignorance of the laws of the United States. 21 F.3d at 1569 ("[T]hrough its business dealings with [the resident company], [defendant] cannot profess complete ignorance of the judicial system of the United States. Accordingly we conclude that the burden . . . is not sufficiently compelling to outweigh the [plaintiff's] interests.") In Defendants' briefings, most of their arguments applicable to this factor are contained within their Motion to Transfer Venue Pursuant to 28 U.S.C. § 1404(a). The Court will consider those arguments accordingly.

Consequently, the Court concludes that Defendants have sufficient minimum contacts with the District such that the maintenance of the lawsuit will not offend traditional notions of fair play. *See World-Wide Volkswagen v. Woodson*, 326 U.S. 310, 316 (1980). Furthermore, the Defendants purposefully directed their activities into Texas and the alleged injury arises out of that purposeful activity. As a result, it would not be unfair for the Court to assert personal jurisdiction over the Defendants. *See Asahi Metal Indus. Co. v. Super. Ct. of Cal., Solano Cnty.*, 480 U.S. 102, 114-15. Thus, the Court finds it has personal jurisdiction over Defendants, and DENIES their Motion for Dismiss for Lack of Personal Jurisdiction.

IV. Motion to Transfer Venue

In the alternative, Defendants move for transfer of the case to the Northern District of California. Foremost, Defendants cite overall efficiency and expediency as the primary factor favoring transfer. (Defs.' Reply in Supp. for their Mot. to Dismiss 9.)

A. Legal Principles

Regional circuit law governs transfer motions in patent disputes, because transfer is not a substantive issue within patent law. *In re Nintendo*, 589 F.3d 1194, 1197 (Fed. Cir. 2009) (internal citations omitted). This Court evaluates transfer motions under the four private and four public interest factors the Supreme Court adopted in *Gulf Oil Corp. v. Gilbert*, 330 U.S. 501, 508-509 (1947). The Court lists the private factors followed by the public factors:

(1) the relative ease of access to proof; (2) the availability of compulsory process to secure the attendance of witnesses; (3) the cost of attendance for willing witnesses; and (4) all other practical problems that make trial of a case easy expeditious and inexpensive;" (1) the administrative difficulties flowing from court congestion; (2) the local interest in having localized interests at home; (3) the familiarity of the forum with the law that will govern the case; and (4) the avoidance of unnecessary problems of conflicts of laws[,] [and] the application of foreign law.

Accord In re Volkswagen of America, Inc., 545 F.3d 304, 315 (5th Cir. 2008) (internal citations omitted). The factors are not exhaustive or exclusive, nor can a single factor be of dispositive weight. *Id.* (quoting *Action Indus., Inc. v. U.S. Fid. & Guar. Corp.*, 358 F.3d 337, 340 (5th Cir. 2004). “He who seeks transfer must show good cause.” *Humble Oil & Ref. Co. v. Bell*, 321 F.2d 53, 56 (5th Cir. 1963). A party must “clearly demonstrate that a transfer is for the convenience of the parties and witnesses, in the interest of justice [W]hen the transferee venue is not clearly more convenient than the venue chosen by the plaintiff, the plaintiff’s choice should be respected. *In re Volkswagen*, at 315 (internal quotation marks omitted).

The parties contest the first factor. Defendants argue all of UNO’s evidence and witnesses are in Asia, as is all of Kaneka’s evidence too. (Defs.’ Mot. to Dismiss 6-7.) They also assert that JBS Hair has no documents or witnesses in Texas. (*Id.* at 8.) Kaneka responds by stating UNO will have to transport its documents and witnesses across the Pacific regardless of venue. (Pl.’s Opp. to Defs.’ Mot. to Dismiss 10.) Because JBS Hair is a Georgia company, Kaneka argues, their evidence and witnesses in that state are closer to Texas than California, as well as JBS Hair’s physical presence in Texas. (Pl.’s Opp. to Defs.’ Mot. for J. on the Pleadings 9-10.) Also, Kaneka points out that JBS Hair has no presence or no sources of proof in California. (*Id.*)

Defendants cite to *In re Genentech*, 566 F.3d 1338 (Fed. Cir. 2009), to support their proposition that California is closer to Korea, and that consideration should factor in to the Court’s decision to transfer. (Defs.’ Reply in Supp. of their Mot. to Dismiss 8-9.) Delving into the case, the Federal Circuit reversed the district court’s denial of the California company’s motion to transfer to the Northern District of California on the grounds that it was more convenient for the witnesses for the German company to travel to Texas than to California. *In re Genentech*, at 1344. In making that determination, the *Genentech* court found the district court

had applied the “100-mile” rule too rigidly.⁴ *Id.* The witnesses coming from Europe would have to travel a significant distance regardless of trial location, and Genentech had witnesses in the proposed venue, a different proposition than the one at hand in the instant case. *Id.*

Here, neither UNO or JBS claim they have witnesses in California. Defendants’ fallback logic is that flights between Korea and the Northern District of California are shorter and more frequent than to the Northern District of Texas. (*See* Marton Decl. 7-8.) Kaneka also plays travel agent for UNO’s witnesses, attempting to controvert Defendant’s declarations that flights to Dallas are any less frequent or inconvenient than they are to San Francisco. (*See* Yang Decl. 1-2.) Consequently, the Court cannot say this factor favors transfer. With the vagaries of modern air travel, the Court declines to speculate which flight itinerary or final destination will be absolutely more convenient and inexpensive for UNO’s witnesses. Furthermore, Texas is closer to JBS Hair’s Georgia location, and JBS’s location in Dallas favor keeping the action in Dallas.

On the second factor, the availability of compulsory process, both parties omitted any arguments specifically regarding this factor, so the Court will not analyze this factor. Regarding the third factor, cost of attendance for witnesses, Defendants do not assert that it will be any cheaper for the witnesses to travel to California versus Texas. However, Kaneka asserts, without citation to any source, that the cost of living is cheaper in the Northern District of Texas than the Northern District of California, thus making all the living expenses and services relating to trial cheaper. (Pl.’s Opp. to Defs.’ Mot. for J. on the Pleadings 10.) Arguably Kaneka is correct. However, citation to an authority would allow the Court to make a determination of this factor.

⁴ The “100-mile” rule, adopted by the Fifth Circuit to determine convenience for witnesses, is as follows: “When the distance between an existing venue for trial of a matter and a proposed venue under § 1404(a) is more than 100 miles, the factor of inconvenience to witnesses increases in direct relationship to the additional distance to be traveled. *In re Volkswagen*, 371 F.3d 201, 204-05 (5th Cir. 2004). Additional distance increases travel time, and corresponding expenses, as well as time missed from employment and family. *Id.* at 205.

On the fourth factor, the practical problems that would make litigating a case easy and inexpensive, the parties do not include any arguments not covered by the Court's consideration of other factors. Correspondingly, the Court will omit analysis of this factor.

Moving to the first public interest factor, administrative difficulties flowing from court congestion, Defendants assert that transferring the instant case to Northern District of California, where it could be consolidated with Defendant's pending declaratory action, would ease congestion. (Defs.' Mot. to Dismiss 8.) Defendants also counterclaimed in this case, seeking declaratory judgment and patent invalidity. (Def.'s Answer 9-10.) Conversely, Kaneka asserts the pending action in California could consolidate with the instant case. (Pl.'s Reply to Defs.' Mot. for J. on the Pleadings 11) The court agrees, as this case embraces the entire controversy. Furthermore, Kaneka asserts—without any citation—that according to a Patent Litigation Study that median litigation of patent dispute in the Northern District of Texas is 0.30 years faster than in the Northern District of California. (*Id.*) The Court declines to rely on such proof, as studies regarding litigation time are fraught with complications. See *In Re Genentech*, 566 F.3d at 1347, (“We note that this factor appears to be the most speculative . . . [C]ase-disposition statistics may not always tell the whole story.”) (internal citations omitted).

Regarding the second public interest factor, the localized interest, Defendants allege that JBS Hair and UNO do not do business in Texas. (Defs.' Mot. to Dismiss 8.) However JBS has a physical presence and conducts business operations in Texas, including Dallas. (2d Am. Compl. ¶ 4.) Furthermore, Kaneka states, the Northern District of California has no localized interest in JBS Hair or JBS whatsoever, and that the infringement is the result of intentional conduct in the district. (*Id.*) The Court agrees with Kaneka because there seems to be no connection to, or localized interest within the Northern District of California. Thus, any local interest lies in Texas.

Defendants make one contention regarding the fourth and final public interest factor, the avoidance of unnecessary conflict of laws. Defendants assert that if transfer were granted, the action could consolidate with the case in California and avoid inconsistent adjudication. (Defs.' Mot. for J. on the Pleadings 8.) That point is moot, as the inverse is true if the case was not transferred. Furthermore, there would be no conflict of laws, because regardless of forum, the Court must apply Federal Circuit law in most issues regarding patent disputes to enhance uniformity of Federal patent law. *See Akro Corp. v. Luker*, 45 F.3d 1541, 1543 (Fed. Cir. 1995).

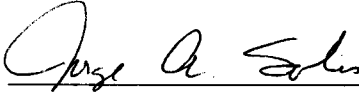
Consequently, the Court finds that Defendants can show no facts that would favor transferring this case to the Northern District of California. The flights from Korea to Dallas are equally as inconvenient as flights from Korea to San Francisco. Furthermore, JBS Hair has no presence in the Northern District of California, nor does UNO, so the local interest in California is decidedly less than in Texas, where it has been alleged that JBS operates, and works with affiliate JBS Hair. Defendants' Alternative Motion to Transfer Venue is DENIED.

V. Conclusion

For the foregoing reasons, GRANTS Kaneka's Motion for Leave to Amend to Join Jinny Beauty Supply Co., as a Defendant, DENIES Defendant's Motion for Judgment on the Pleadings, and DENIES Defendant's Alternative Motion to Transfer Venue Pursuant to 28 U.S.C. § 1404(a).

IT IS SO ORDERED.

Signed this 5th day of July, 2011.



JORGE A. SOLIS
UNITED STATES DISTRICT JUDGE

Exhibit 11

Motorola's Messaging-related APIs; the integrated Twitter content upload functionality; and the MMS-to-Twitter functionality.

As used herein, "Motorola Accused Products" refers to the products identified in Summit 6's complaint as allegedly infringing the '482 and '515 patents, including: Moto X, Moto G, Droid Maxx, Droid Ultra, Droid Mini, Moto X Developer Edition (GSM Networks), Moto X Developer Edition Verizon, Droid Maxx Developer Edition, Droid Razr M, Droid Razr Maxx HD, Motorola Photon Q 4G LTE (the "Accused Products").

I. Individuals Likely To Have Discoverable Information (Fed. R. Civ. P. 26(a)(1)(A)(i))

Motorola provides the following list of individuals likely to have discoverable information that Motorola may use to support its claims or defenses, identifies the subjects of the information, and provides, when possible, the last known address of the individuals.

Name	Contact Information	Connection to Case & Knowledge
Naveen Aerrabotu	c/o Bonnie M. Grant Kilpatrick Townsend LLP 1100 Peachtree Street; Suite 2800 Atlanta, Georgia 30309 (404) 815-6500 bgrant@kilpatricktownsend.com	Motorola employee; Design/operation of the Accused Functionality within the Motorola Accused Products
Jason Tsuyemura	c/o Bonnie M. Grant Kilpatrick Townsend LLP 1100 Peachtree Street; Suite 2800 Atlanta, Georgia 30309 (404) 815-6500 bgrant@kilpatricktownsend.com	Motorola employee; Knowledge regarding the dissemination and loading of Android source code on the Accused Products.
Andy Koziol	c/o Bonnie M. Grant Kilpatrick Townsend LLP 1100 Peachtree Street; Suite 2800 Atlanta, Georgia 30309 (404) 815-6500 bgrant@kilpatricktownsend.com	Motorola employee; Design/operation of the Accused Functionality within the Motorola Accused Products
Ben Sherwin	c/o Bonnie M. Grant	Motorola employee;

Name	Contact Information	Connection to Case & Knowledge
	Kilpatrick Townsend LLP 1100 Peachtree Street; Suite 2800 Atlanta, Georgia 30309 (404) 815-6500 bgrant@kilpatricktownsend.com	Sales and finance for the Motorola Accused Products
Lisa M. Wood	c/o MCKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Co-Inventor for the Patents-in-Suit; Conception and reduction to practice of the alleged inventions claimed in the Patents; the preparation and prosecution of the applications that issued as the Patents-in-Suit; prior art relevant to the Patents-in-Suit; facts and circumstances related to Motorola's affirmative defense of inequitable conduct.
Scott M. Lewis	c/o MCKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Co-Inventor for the Patents-in-Suit, Managing Director of Summit 6, Summit 6 Board of Managers Member; Conception and reduction to practice of the alleged inventions claimed in the Patents; the preparation and prosecution of the applications that issued as the Patents-in-Suit; prior art relevant to the Patents-in-Suit; facts and circumstances related to Motorola's affirmative defense of inequitable conduct; licensing of the Patents-in-Suit; assignments of the Patents-in-Suit; Summit 6's corporate structure and formation.
Robin T. Fried	Prague, Czech Republic	Co-Inventor for the Patents-in-Suit; Conception and reduction to practice of the alleged inventions claimed in the Patents; the preparation and prosecution of the applications that issued as the Patents-in-Suit; prior art relevant to the Patents-in-Suit; facts and circumstances related to Motorola's affirmative defense of inequitable conduct.
Sarah Pate	c/o MCKOOL SMITH, P.C. 300 Crescent Court,	Former CEO of AdMission Corporation ("AdMission"), and former COO/CFO

Name	Contact Information	Connection to Case & Knowledge
	Suite 1500 Dallas, Texas 75201 (214) 978-4000	of PictureWorks Technology, Inc. (“PictureWorks”); Managing Director of Summit 6, Summit 6 Board of Managers Member; Knowledge relating to licensing of the Patents-in-Suit; assignments of the Patents-in-Suit; reduction to practice of the alleged inventions claimed in the Patents; the preparation and prosecution of the applications that issued as the Patents-in-Suit; facts and circumstances related to Motorola’s affirmative defense of inequitable conduct; Summit 6’s corporate structure and formation.
Scott Wilson	c/o MCKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Summit 6 Board of Managers Member; founder of Swiftsure Capital. Knowledge relating to the formation of Summit 6; the preparation and prosecution of the applications that issued as the Patents-in-Suit; facts and circumstances related to Motorola’s affirmative defense of inequitable conduct
Peter Yoakum	c/o MCKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Former Summit 6 Board of Managers Member; Former AdMission board member and former managing partner at Swiftsure Capital. Knowledge relating to the formation of Summit 6; prosecution of the Patents-in-Suit; facts and circumstances related to Motorola’s affirmative defense of inequitable conduct.
Gordon Gardiner	c/o MCKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Summit 6 Board of Managers Member; Knowledge relating to the formation of Summit 6.
Laban P. Jackson, Jr.	c/o MCKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201	Summit 6 Board of Managers Member; Knowledge relating to the formation of Summit 6.

Name	Contact Information	Connection to Case & Knowledge
	(214) 978-4000	
Terrell Anderson	Kabongo, Inc. 5801 Christie Avenue Suite 470 Emeryville, CA 94608	Vice President of PictureWorks in or about November, 1998. Knowledge concerning prior art relevant to the Patents-in-Suit; facts and circumstances related to Motorola's affirmative defense of inequitable conduct.
Point 2	500-3301 8th Street East Saskatoon, SK S7H 5K5, Canada.	Knowledge concerning prior art relevant to the Patents-in-Suit; products or programs allegedly embodying the purported invention disclosed in the Patents-in-Suit; facts and circumstances related to Motorola's affirmative defense of inequitable conduct.
Duane S. Kobayashi	Law Office of Duane S. Kobayashi 1325 Murray Downs Way Reston, VA 20194 Office: 703-437-8000	Prosecuting Attorney; Knowledge of the prosecution of the applications that resulted in the issuance of the Patents-in-Suit; facts and circumstances related to Motorola's affirmative defense of inequitable conduct.
Attorneys at the law firm Frost Brown Todd LLC	3300 Great American Tower, 301 East Fourth Street Cincinnati, Ohio 45202	Prosecuting Attorney; Knowledge of the prosecution of the applications that resulted in the issuance of the '557 Patent; facts and circumstances related to Motorola's affirmative defense of inequitable conduct.
Individuals at the law firm of Fenwick & West	Fenwick & West 555 California Street San Francisco CA 94104	Admission's outside counsel relating to due diligence relating to Point 2; Knowledge relating to the facts and circumstances related to Motorola's affirmative defense of inequitable conduct.

Motorola reserves the right to disclose additional individuals whom Motorola may use to support its claims or defenses based on information learned during the source of this litigation.

II. Documents In Motorola's Possession, Custody Or Control That Motorola May Use To Support Its Claims Or Defenses (Fed. R. Civ. P. 26(a)(1)(A)(ii))

Motorola is in possession of the following categories of documents that Motorola may use to support its claims or defenses:

- Information relating to the structure, characteristics, and operation of the Accused Functionalities of the Motorola Accused Products;
- Information relating to the invalidity of the Asserted Patents; and
- Information relating to Motorola and its products and services.

Motorola reserves the right to assert a claim of privilege or immunity and withhold from production any documents, whether or not included above, that are protected from discovery by the attorney-client privilege, work product immunity or any other privilege or immunity. Motorola further reserves the right to disclose additional documents that Motorola may use to support its claims or defenses based on information learned during the course of this litigation.

III. Computation Of Any Category Of Damages Claimed By The Disclosing Party (Fed. R. Civ. P. 26(a)(1)(A)(iii))

At this time, Motorola only seeks to recover its reasonable attorneys' fees and costs and a declaration that this case is exceptional. Motorola is not yet certain as to the amount of fees and costs it will seek.

IV. Applicable Insurance Agreement (Fed. R. Civ. P. 26(a)(1)(A)(iv))

Motorola's parent corporation, Google, Inc. has insurance through Imi Assurance Inc. that may be applicable to this matter. Relevant portions of this agreement will be produced.

In providing these initial disclosures, Motorola does not waive any objections, defenses or applicable privileges. Motorola will supplement these disclosures to the extent required by the Federal Rules of Civil Procedure and the Local Rules of the Court.

DATED: June 20, 2014 Respectfully submitted,
By:

/s/ Bonnie M. Grant

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**ATTORNEYS FOR DEFENDANT
MOTOROLA MOBILITY LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of foregoing has been served upon counsel of record this 20th day of June, 2014.

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/s/ Bonnie M. Grant
Bonnie M. Grant

Exhibit 12



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To determine what county a city is located in, visit the [National Association of Counties \(NACO\) website \(a non-federal website\)](#).

The following rates apply for **Texas**

Primary Destination* (1)	County (2, 3)	Max lodging by Month (excluding taxes)												Meals & Inc. Exp.**
		2013			2014									
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Standard Rate	STANDARD RATE	83	83	83	83	83	83	83	83	83	83	83	83	46

* NOTE: Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.

** Meals and Incidental Expenses, see [Breakdown of M&IE Expenses](#) for important information on first and last days of travel.

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Exhibit 13



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FY 2014 Per Diem Rates for Dallas, Texas

(October 2013 - September 2014)

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To determine what county a city is located in, visit the [National Association of Counties \(NACO\) website \(a non-federal website\)](#).

The following rates apply for **Dallas , Texas**

Primary Destination* (1)	County (2, 3)	Max lodging by Month (excluding taxes)												Meals & Inc. Exp.**
		2013			2014									
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Dallas	Dallas County	123	108	108	123	123	123	123	123	123	123	123	123	71

* NOTE: Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.

** Meals and Incidental Expenses, see [Breakdown of M&IE Expenses](#) for important information on first and last days of travel.

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FY 2014 Per Diem Rates for Sunnyvale / Palo Alto / San Jose, California

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To determine what county a city is located in, visit the [National Association of Counties \(NACO\) website \(a non-federal website\)](#).

The following rates apply for **Sunnyvale / Palo Alto / San Jose , California**

Primary Destination* (1)	County (2, 3)	Max lodging by Month (excluding taxes)												Meals & Inc. Exp.**
		2013			2014									
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Sunnyvale / Palo Alto / San Jose	Santa Clara	144	144	144	144	144	144	144	144	144	144	144	144	56

* NOTE: Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.

** Meals and Incidental Expenses, see [Breakdown of M&IE Expenses](#) for important information on first and last days of travel.

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Exhibit 15

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FY 2014 Per Diem Rates for San Francisco, California

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To determine what county a city is located in, visit the [National Association of Counties \(NACO\) website \(a non-federal website\)](#).

The following rates apply for **San Francisco , California**

Primary Destination* (1)	County (2, 3)	Max lodging by Month (excluding taxes)												Meals & Inc. Exp.**
		2013			2014									
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
San Francisco	San Francisco	226	172	172	189	189	189	189	189	189	189	189	226	71

* NOTE: Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.

** Meals and Incidental Expenses, see [Breakdown of M&IE Expenses](#) for important information on first and last days of travel.

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Exhibit 16



Account Marketing Manager, Enterprise Solutions

Job ID	2014-2498	Division (Team Name)	LG Marketing
Posted Date	4/16/2014	Company	LGEMU
Location	US-NJ-Englewood Cliffs	Category	Marketing - All Openings

More information about this job:

Overview:

LG Electronics Mobile Communications Company (LG), is a leader and innovator in the global mobile communications industry, constantly setting new trends in mobile technology and helping to enrich lives around the world. With its breakthrough technologies and innovative design in smart devices, LG is committed to providing the best-ever user experience and being at the forefront of efforts to open up the next generation of communications.

LG is now hiring at our Corporate HQ in Englewood Cliffs, NJ for an Account Marketing Manager for Enterprise Solutions.

Position Description:

The AMM- Enterprise Solutions will plan and implement marketing programs or projects that support Enterprise Solutions business objectives for volume, revenue, profit, retention and satisfaction. S/He will identify and develop new marketing program opportunities; working both individually and within the team, and also with KAM (key account management) teams to analyze economic considerations, develop marketing forecasts, estimate costs, prepare pricing studies, and manage program/project budgets.

- Develops short and long-range strategic marketing of assigned products and brands including identification of brand extension opportunities
- Helps to plan develop and direct the marketing efforts for specific products
- Collaboratively develops specific marketing plans and activities for specific product(s), services or product line(s) to establish, enhance or distinguish product placement within the competitive arena and develops business plans and product positioning in the marketplace
- Works with Business Development, Sales and marketing strategy team internally to define market opportunities and establish marketing strategies for specific products and services. Works with customers (carriers) to co-define market opportunities and develop joint marketing opportunities
- Works with engineering, manufacturing and sales to develop new products or enhance existing product(s) or product line(s)
- Develop an understanding of market needs in mobile industry by working with market intelligence group
- Partner with senior leadership to develop value propositions to achieve business goals and strategic vision
- Develop the marketing strategy for value propositions based on market needs, competitive

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APPX-000106

ability working along with all marketing disciplines

- Work cross functionally to help drive value propositions, including, product/service branding, naming and pricing
- Develop and implement strategic marketing communications plans to support value propositions against specific products/services
- Measure and report on key success metrics for product/service launch and key value propositions with Sales and Marketing

Qualifications:

Bachelor's degree in Marketing, Business, or closely related discipline

Minimum: Five (5) years direct, related experience. Prefer: Eight (8) direct, related experience

- Strong project management skills
- Willingness to work with cross functional senior members and lead the efforts to define and achieve a common goal
- Proven ability to develop competitive analysis and come up with best suitable market positioning strategy
- Solid ability to develop written communication including marketing collaterals and training materials
- Knowledge in mobile industry ecosystem (OEM, wireless carriers, mobile solution partners, etc.)
- Experience in enterprise mobility industry is preferred

Ability to speak effectively before groups of customers or employees of organization.

Ability to compile reports using multiple levels of data to prepare reports on progress and future trends.

Ability to work with mathematical concepts such as probability and statistical inference.

Ability to define problems, collect data, establish facts, and draw valid conclusions with trending analysis.

Resumes with cover letters welcomed at <https://jobs-lge.icims.com/jobs/1917/account-marketing-manager%2c-enterprise-solutions/job> .

LG is an Equal Opportunity Employer. We welcome job applications from qualified individuals without regard to race, color, creed, religion, ancestry, national origin, age, sex, pregnancy, marital status,

Exhibit 17

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Job Description

Carrier Marketing Consultant-140000GO

Description

Motorola Mobility is one of the world's fastest growing smartphone providers, creating groundbreaking, affordable, high-quality products designed and built with the global customer in mind. And it's our people who make this all happen. We are thinkers, risk-takers and problem solvers, working together to constantly challenge the status quo. If you share our commitment to ingenuity, creativity and innovation, we want you to help us define our world of tomorrow. Explore the opportunities and apply today.

Team and Culture Description:

The North America Marketing team is responsible for executing the marketing strategy for key product launches with carrier and channel partners. The Carrier Marketing Consultant role will be dedicated to a specific carrier partner, tailoring marketing plans for their customized needs.

Scope of Responsibilities:

- Support development of customer specific annual marketing plans and identify key milestones
- Implement key marketing programs in partnership with key carrier customers
- Identify and develop marketing program metrics/tracking measures, reports on progress and makes recommendations for process improvements
- Ensure customer needs are clearly identified and delivered against from a marketing perspective
- Manages marketing budgets as it relates to customer-specific marketing programs
- Manages key agency partners on an as-needed basis
- Work regularly with channel partners in order to foster relationships, develop co-marketing opportunities and drive

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APPX-000109

Motorola brand through channels

- Partner closely with Product Marketing, Product Management, other Carrier Account Teams, Go-To-Market Team (Sales, Operations, Finance), Core/Retail Marketing and Marketing Operations teams in order to develop cohesive marketing strategies and implement brand and demand generation tactics
- Ensure consistent, repeatable launch practices, processes and deliverables for global implementation

Job Description:

Bachelor's Degree

Preferred Qualifications:

- 5+ years of prior consumer marketing experience preferably in areas related to technology industry
- MBA-level education preferred
- Business oriented and customer driven
- Leader, team player, pro-active and problem-solving attitude
- Demonstration of key leadership behaviors (including ability to develop and motivate others, build support and inclusion, manage execution, show creativity, drive and initiative, establish trust and respect, and readily adaptable)
- Superior operational and interpersonal skills

Motorola Mobility is an Equal Opportunity/Affirmative Action Employer.

If requested in advance and in compliance with the Americans with Disabilities Act (ADA) and/or other applicable law, we will provide reasonable accommodation to applicants in need of accommodation so as to permit access to the application, interviewing, and selection process.

Experienced Individual Contributor

Job Marketing

Primary Location United States-Illinois-Chicago

Full-time

Job Posting

Bachelor's Degree

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Case 7:14-cv-00014-O Document 119 Filed 07/15/14 Page 1 of 17 PageID 2032

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC,

Plaintiff,

v.

HTC CORPORATION, HTC AMERICA,
INC., LG ELECTRONICS INC., LG
ELECTRONICS USA, INC., LG
ELECTRONICS MOBILECOMM USA,
INC., MOTOROLA MOBILITY LLC,
APPLE INC., and TWITTER INC.,

Defendants.

Case No. 7:14-cv-00014-O

**DEFENDANTS' REPLY BRIEF IN SUPPORT OF THEIR MOTION TO TRANSFER
TO THE NORTHERN DISTRICT OF CALIFORNIA**

I.	INTRODUCTION	1
II.	ARGUMENT	1
1.	Summit 6 has no relevant connections to Dallas	1
2.	The Defendants' relevant connections to this District are minimal or non-existent	3
3.	The private interest factors overwhelmingly favor transfer.....	5
a.	The Northern District of California would be a far more convenient forum for all known witnesses	5
b.	The Northern District of California could compel the attendance of critical third-party witnesses	5
c.	The Northern District of California has easier access to sources of proof.....	7
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I. INTRODUCTION

The convenience of the parties and witnesses clearly favors transfer of this action to the Northern District of California. Of the 40 witnesses the parties identified in their initial disclosures, none resides in Texas. In contrast, the parties collectively identified 24 California witnesses. Summit 6's heavy reliance on its alleged connections to Dallas is thus misplaced, given that Summit 6 failed to name *any* Texas witnesses in its opposition or initial disclosures. The parties' focus on California-based witnesses is no accident and is unlikely to change for trial. This is clear from Summit 6's own trial witness list from its previous case against Samsung, in which it identified 17 witnesses from California and only five from Texas—four Samsung employees irrelevant to this case and one damages expert under Summit 6's control.

Moreover, and contrary to its assertion that it “has been a Dallas-based company” for almost 10 years, Summit 6 has been in existence for only five years, has no Texas employees, and does not deny that its sole presence in this District is limited to a mail-stop “virtual office” that it shares with over 100 other organizations. In sum, Summit 6 has no current or otherwise meaningful business contacts with this judicial district beyond as a litigant.

As explained herein, Summit 6's remaining arguments are based largely on out-of-context or inapposite statements made by Defendants in other lawsuits or on activity irrelevant to this suit. When the facts of *this* case are examined, it is clear that transfer is appropriate. And as Federal Circuit precedent makes plain, this Court's experience with two of the asserted patents does not justify keeping in Texas a case that clearly belongs in California.

II. ARGUMENT

1. Summit 6 has no relevant connections to Dallas.

Summit 6 admits that it has no employees or directors that reside in Texas; that none of the ownership of Summit 6 is in Texas; and that none of the named inventors reside in Texas. Dkt. No. 118 (“Opp.”) at 12, APPX015 ¶¶ 21, 23. Further, Summit 6 has *never* been registered to do business with the Texas Secretary of State. APPX002 (Clark Decl.) ¶ 4; APPX005–010. In contrast, Summit 6 does not deny that one of its two employees (a Managing Director) and a

named inventor reside in California; that there is 26% ownership of its company in California; or that the patents-in-suit were developed in Northern California by the three named inventors while they were employed in the San Francisco Bay Area by PictureWorks Technology, Inc.

Nevertheless, Summit 6 claims strong connections to Dallas (and does not even attempt to claim any connection to Wichita Falls) by relying on business relationships made by AdMission, Summit 6's predecessor company, years before Summit 6 was formed in 2009. Focusing on historic contacts is contrary to Summit 6's own argument that "venue is evaluated based on the situation that existed when suit was filed." Opp. at 10 (citing *In re EMC Corp. (EMC II)*, 501 Fed. App'x. 973, 2013 WL 324154, at *2 (Fed. Cir. Jan. 29, 2013).) Further, AdMission is not the plaintiff and Summit 6 does not allege any continuing relationships with those companies. Opp. at APPX013 ¶¶ 5-11. The only Texas business to which Summit 6 alleges a loose connection is Sell.com, with which Summit 6 has met to discuss unidentified "strategy and business opportunities." *Id.* at APPX014 ¶ 15. Those discussions have apparently never developed into any actual business venture, and again, Summit 6 did not identify any Sell.com witnesses in its initial disclosures or opposition. These circumstances do not establish Summit 6 as a Texas company.

Summit 6's Texas property taxes do not alter the analysis, and in fact amounted to just \$21.04 in 2012 and 2013 for maintaining a virtual office.¹ APPX028–033. Additionally, while Summit 6 claims it has been paying property taxes in Dallas since its formation in 2009, the Dallas County Tax Office only has a record of it paying personal property taxes beginning in 2012, after Summit 6 filed its patent infringement lawsuit against Samsung. APPX033.

Because Summit 6 has no Texas employees and is not even registered to do business in Texas, it is an ephemeral Texas entity; any alleged local bank accounts (with unknown activity), a P.O. Box, or a local accountant do not change this fact. *Novelpoint Learning LLC v. Leapfrog*

¹ Summit 6's personal property tax is based on the maintenance of a virtual office at Ste 200, 4925 Greenville Ave., Dallas, Texas. Dkt. No. 91-1, APPX049–053. This exact address is used by at least 145 other businesses. APPX011-027.

Enters., Inc., No. 6:10-cv-229-JDL, 2010 BL 288604, at *4 (E.D. Tex. Dec. 6, 2010) (noting that the Federal Circuit “has concluded that an entity that does not have (1) employees in the transferor forum; (2) principals that reside in the transferor forum; or (3) research and development-type activities in the transferor forum is an ‘ephemeral’ entity” (citing *In re Zimmer*, 609 F.3d 1378, 1381 (Fed. Cir. 2010))).

2. The Defendants’ relevant connections to this District are minimal or non-existent.

Defendants explained that none of the activities accused of infringement in this case took place in Wichita Falls, or anywhere else in the Northern District of Texas. In response, Summit 6 cites to statements and arguments made by some of the Defendants in unrelated lawsuits.

Two years ago in an unrelated lawsuit, an Apple witness did not concede that the Eastern District of Texas is convenient but, rather, stated that it is not “any less convenient than any other place [Apple] go[es].” Opp. at APPX004, at 38:18-22. Further, he testified that Apple “would like to focus on [its] products. And there’s definitely a time tradeoff” to bring witnesses to Texas. *Id.* at 38:1-2. Thus, while Texas may not be less convenient than some other places Apple goes, there can be no question that it would be more convenient for Apple and its witnesses in Northern California not to have to go anywhere at all.²

Further, Apple’s Operations Center in Austin (outside of this District) is largely dedicated to customer service and support, sales, and accounting functions. APPX110 (Buckley Decl.) ¶ 4. That facility has no documents or employees relevant to the development, implementation, or operation of the accused products and services. *Id.* Thus, Apple’s Austin facility is irrelevant. And Apple’s tax incentives from the State of Texas are similarly irrelevant to the transfer analysis. Just a few weeks ago, a patent infringement case against Apple was transferred to the Northern District of California from the Austin Division of the Western District of Texas.

² The fact that Apple previously filed a lawsuit in the Eastern District of Texas is irrelevant. *In re Genentech, Inc.*, 566 F.3d 1338, 1346 (Fed. Cir. 2009) (holding it was clear error for the lower court to consider defendant’s previous decision to file suit in the Eastern District of Texas as a relevant factor in the transfer analysis in an unrelated case).

Despite the Texas tax incentives and Apple's connections to Austin, that Court found that the local interest in resolution of the case favored transfer because:

Apple has decades of history with the people of Cupertino (where it employs over 16,000 workers) and with the Northern District of California. Apple has smaller, much more recent connections with this district given Apple's presence here and expansion plans for the future. But this case is about Apple's actions in designing and developing the iPhone and some of its software products, all of which happened in Cupertino.

Dataquill, Ltd. v. Apple Inc., No. 1:13-cv-706, D.I. 85 at 8 (W.D. Tex. Jun. 13, 2014).

Motorola currently leases a facility in Fort Worth. Dkt. 91-5, APPX248 ¶ 17, 19.³

Summit 6 suggests that Motorola "minimizes" the significance of this lease. Opp. at 6.

Motorola did not "minimize" the lease, but instead accurately noted that it will terminate by the end of the year, and that Motorola only employs 29 people there, none of whom are involved in activities related to the research, design, sales, or marketing of any of the accused products. Dkt. No. 91-5, APPX248 ¶¶ 17-19. Motorola does not intend to call any witnesses from that facility in this lawsuit, and Summit 6 did not identify any witnesses from the Fort Worth facility in its initial disclosures or opposition. Motorola's lease is irrelevant to the transfer analysis.

Summit 6 repeatedly cites to HTC's argument in an unrelated case regarding transferring a lawsuit for judicial economy where the prior court had relevant knowledge. Opp. at 3, 4, 6 and 10. But that unrelated HTC case involved a plaintiff that sued HTC in the District of Delaware and then, following an adverse ruling, sued HTC in another jurisdiction on the same technology. HTC's statements in that case regarding why it would be appropriate to transfer the plaintiff's follow-on case back to Delaware are wholly irrelevant to this matter.

Finally, Summit 6's opposition ignores—and, therefore, concedes—that the witnesses identified by LGE as being familiar with accused features of the products at issue in this case are

³ Exhibit 3 to Summit 6's opposition is for Motorola's "business personal property." Complete property records for the facility itself show that it is owned by a third party, APPX103, and has never been owned by Motorola. APPX105. The value of the personal property owned by Flextronics—the third party from whom Motorola leases the facility—greatly exceeds that of Motorola. APPX106.

located in LGE's San Jose and San Diego, California facilities. Dkt 91-5, APPX 297 at ¶¶ 3, 7-11, 15. Summit 6 instead cites to an unrelated case where LGE identified certain New Jersey witnesses as having knowledge relevant to that case, and sought transfer to New Jersey. Opp. at 2-3, 5-6 and 15. Tellingly, Summit 6 has not identified a single individual from New Jersey as relevant to this case. Whether another case would be more convenient in New Jersey is irrelevant to whether this case—where no New Jersey witness has relevant knowledge, but many California witnesses have such knowledge—should be transferred to Northern California.

3. The private interest factors overwhelmingly favor transfer.⁴

a. The Northern District of California would be a far more convenient forum for all known witnesses.

In their moving papers, Defendants identified 23 witnesses who reside in the Northern District of California. In its response, Summit 6 did not identify a single witness residing in this District. Instead, Summit 6 points out that one of the inventors lives overseas (ignoring that another inventor lives in the Northern District of California) and one of the prosecuting attorneys lives in Virginia, and will have to travel anyway. Although Summit 6 claims that “several customers and licensees that use Summit 6's inventions are in Texas,” Opp. at 3, Summit 6 does not explain how those customers and licensees are relevant to this case (indeed, the witnesses did not appear at trial in the prior *Samsung* case). Summit 6 fails to identify a single Texas witness that it believes possesses relevant information. Defendants have clearly met their burden that witness convenience, a critical factor under § 1404(a), *see In re Genentech*, 566 F.3d at 1343, strongly favors transfer.

b. The Northern District of California could compel the attendance of critical third-party witnesses.

Summit 6's cited authority agrees that the availability of compulsory service of process to secure the attendance of witnesses favors transfer “when more third-party witnesses reside within the transferee venue.” *FutureVision.com, LLC v. Time Warner Cable, Inc.*, No. 6:12-cv-386,

⁴ Summit 6 does not dispute that this case could have been brought in Northern California.

2013 WL 5496810, at *4 (E.D. Tex. Apr. 22, 2013) (citing *In re Volkswagen of Am., Inc.*, 545 F.3d 304, 316 (5th Cir. 2008)). Defendants made a sufficient showing that this factor weighs heavily in favor of transfer by identifying numerous third-party witnesses who reside in the Northern District of California. These include inventor Lisa T. Wood, former employees of AdMission and PictureWorks,⁵ witnesses from Fenwick & West who investigated the Point2 prior art, and Google employees. Dkt. No. 90, at n.10, 16-17; Dkt 91-5, APPX 299 at ¶ 11. Moreover, if this case is severed for trial in this District,⁶ none of Twitter's California witnesses could be compelled to the trial of a non-Twitter Defendant.

Against this, Summit 6 fails to identify any third-party witness in the Northern District of Texas. Instead, Summit 6 points to a few people who live outside of both California and Texas, as well as a handful of companies that do not reside solely in California, including national cellular-carrier companies such as AT&T, Verizon, Sprint, and T-Mobile. Opp. at 12. Tellingly, Summit 6 identifies no one from any of these cellular-carrier companies in its opposition papers or its initial disclosures, let alone state why their testimony might be relevant to *this* case. And Summit 6 again fails to identify any individual in this District at Sell.com or The Belo Corporation, explain how those companies are relevant to this lawsuit, or state whether they would be willing to testify or unwilling to travel to California.

Without any identified witnesses in Texas to counter those Defendants identified in Northern California, Summit 6 ironically criticizes Defendants' list of witnesses as "sheer guesswork and supposition." Not so. Defendants have clearly met their burden by identifying third-party witnesses by name and establishing their relevancy. *See Volkswagen II*, 545 F.3d at 317, n. 12 (noting, in the *forum non conveniens* context, that affidavits of specific testimony are not

⁵ In particular, Defendants have identified in their initial disclosures Terrell Anderson, former employee and Vice President of PictureWorks Technology, Inc., as a relevant third-party witness. APPX049, 057, 083 and 095.

⁶ Apple has already moved for severance, Dkt. Nos. 111–113, and the remaining Defendants have reserved their right to pursue severance under 35 U.S.C. § 299.

required); *In re Genentech*, 566 F.3d at 1343-44 (when conducting a § 1404(a) analysis, identification of witnesses relevant to issues is sufficient).

Because third-party witnesses reside in the Northern District of California and not in this District, this factor weighs strongly in favor of transfer.

c. The Northern District of California has easier access to sources of proof.

As explained in Defendants' moving papers, the vast majority of likely sources of proof, including documentation for the accused systems and services, are located, accessed, or managed in Northern California. In response, Summit 6 argues that this factor is "neutral" because certain of the Defendants and third parties have documents outside of both California and Texas, and Summit 6 has documents here. But because Summit 6 does not deny that the documents it has in this District were brought here for litigation, *see* Opp. at APPX014 ¶ 19, the documents located in Texas should be afforded no weight in the transfer analysis. *In re Verizon Bus. Network Servs., Inc.*, 635 F.3d 559, 561-62 (Fed. Cir. 2011). Moreover, the only two document custodians Summit 6 has identified to date reside in Northern California and Utah. APPX004, ¶ 16.

Because most of the relevant documents are located in the Northern District of California, this factor, too, weighs in favor of transfer. *In re Genentech, Inc.*, 566 F.3d at 1345.

d. Litigating in the Northern District of California would make trial easier, more expeditious, and less expensive.

Ignoring the number of witnesses who would not have to travel at all, as well as the witnesses whose travel times would be greatly reduced if this case were litigated in Northern California, Summit 6 resorts to statistics regarding per diem rates and claims litigating here would be cheaper for the witnesses. But the difference in per diem between Dallas and San Jose (the division where Apple is located), according to Summit 6's own statistics, is \$6. *See* Opp. at APPX100–102. For those witnesses who would have to travel to Northern California, this \$6 increase is more than offset by the shorter travel times and the convenience of three international airports in the Bay Area. Moreover, Summit 6 ignores the time lost to traveling for witnesses

such as LGE's Korea and San Diego witnesses, and HTC's Taiwan and Washington witnesses, since the Bay Area is much more convenient than Wichita Falls, in terms of both travel time and available flights.

Summit 6 also claims that transfer should be denied because this case "is already well under way." Opp. at 10. While preliminary orders have been entered, this case is in its infancy. Summit 6 has not yet served any discovery. Summit 6's contention that transferring the case would cause delay or increase costs is unfounded. See *In re Radmax, Ltd.*, 720 F.3d 285, 289 (5th Cir. 2013) (delay caused by the transfer itself is irrelevant).

Finally, as anticipated, Summit 6 argues that it is more efficient to litigate in Texas because Your Honor presided over the prior *Samsung* case in the Dallas Division. While Summit 6 discusses the considerable work done by Your Honor in the prior lawsuit, Summit 6 does not deny that: (1) this case involves different defendants, different claims, an additional patent, and different accused products and services and, in Apple's case, a different operating system altogether; (2) none of the products and services accused here was at issue in the prior matter; (3) the five adjudged claims of the '482 patent are currently under reexamination; and (4) the PTO recently issued a Final Rejection that held all five claims unpatentable. Thus, even if the original claims survive, this case will require new claim-construction proceedings that take into account the different technology and additional prosecution history in light of the reexamination, as well as terms from the patent claims not previously asserted in the *Samsung* action.

4. **The public interest factors either favor transfer to the Northern District of California or are neutral.⁷**
 - a. **The Northern District of California has a strong local interest in resolving the dispute, favoring transfer.**

As pointed out in Defendants' moving papers, the Northern District of California has considerably more factual connections to this action than the Northern District of Texas. First,

⁷ The parties agree that the public interest factors of the familiarity of the forum with the governing law and the avoidance of unnecessary conflicts of law issues are neutral.

this action concerns inventions allegedly conceived and developed in, and attributed to residents of, the Northern District of California; and one of Summit 6's two employees still resides in Northern California, the other having resided there until October 2013. *See* Dkt. No. 6 ¶ 1; *id.* Exs. A, B, C. Second, acts relevant to Defendants' inequitable conduct defense—namely, the due diligence performed on the Point2 prior art— took place in the Northern District of California. And third, four of the five Defendants⁸ are headquartered or have offices in the Northern District of California, where they collectively employ nearly 20,000 employees, and where they and third parties developed many of the accused products and services, including the operating systems on the accused devices and the Twitter functionality.

Summit 6 attempts to turn this factor to its favor by mischaracterizing itself as a long-standing Texas company with deep roots in Dallas. But as explained above, Summit 6's only business local to this District is filing patent infringement lawsuits and its only local connection is to a virtual mail-stop office in Dallas, which it apparently shares with 145 other businesses, and for which it pays roughly \$21 annually for taxes. Summit 6 identifies no employees in Texas, no document custodians in Texas, and is not even registered to do business in Texas. APPX004, ¶ 16; APPX005-010.

The Federal Circuit has expressly rejected the “fallacious assumption” that a court “must honor connections to a preferred forum made in anticipation of litigation and for the likely purpose of making that forum appear convenient.” *In re Microsoft Corp.*, 630 F.3d 1361, 1364 (Fed. Cir. 2011). Moreover, as in *Zimmer Holdings*, Summit 6's presence in this District is “recent, ephemeral, and an artifact of litigation.” 609 F.3d at 1381. There is simply no justification for burdening a Wichita Falls jury with a trial on this matter that has no meaningful connection to this District.

⁸ Summit 6's argument that only two defendants actually reside in California, Opp. at 2 ignores that LG MobileComm is a California corporation headquartered in San Diego with offices relevant to *this* case in San Jose, California. Dkt 91-5, APPX297 ¶ 3.

Summit 6 also seeks to disclaim its Northern Californian roots to argue that it cannot get a fair trial against Apple, one of five defendants, in Northern California. Opp. at 8.⁹ To support the outrageous statement that litigating against Apple in Northern California is, by its nature, “extremely prejudicial,” Summit 6 cites only to snippets of jury selection from an unrelated case between Apple and Samsung. *Id.* But the cited transcript actually demonstrates that Judge Koh carefully questioned prospective jurors for bias and, where appropriate, excluded for cause those who could not be fair and impartial. Opp. at APPX045–071. Nothing about the *Apple v. Samsung* case, or the way Judge Koh conducted jury selection, remotely suggests that Summit 6 could not get a fair trial in Northern California.

b. The court congestion factor is neutral.

Summit 6’s lead argument against transfer is court congestion, the “most speculative” of all the factors. *In re Genentech*, 566 F.3d at 1347. Summit 6 argues that congestion weighs against transfer because the median time to trial in this District is 1.68 years versus 2.3 years in the Northern District of California, slightly more than 30% longer (not twice as long, as Summit 6 contends). But when most cases settle before trial, it is the time to disposition, not the time to trial, that merits attention in considering court congestion. In this context, the Northern District of California has Local Patent Rules that will ensure the orderly progress of the case, and a median time to disposition that is *faster* than this District. Opp. at APPX028–031.

Finally, having chosen to delay this case by years when it strategically filed the Samsung case first, and having never sought preliminary injunctive relief, Summit 6 should not now be heard to complain of an unjust delay because the clearly more convenient Northern District of California court might schedule a trial date a few months later than the current trial date.

III. CONCLUSION

For the reasons given, the Court should transfer this case to the Northern District of California.

⁹ Summit 6 pointedly does not seek to harmonize this argument with its position that Apple’s Austin facility and state tax breaks effectively make Texas Apple’s home court.

Dated: July 15, 2014

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned certifies that on this 15th day of July, 2014, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document through the Court's CM/ECF system under Local Rule 5.1(d). Any other counsel of record will be served by a facsimile transmission and/or first class mail.

/s/ Michelle Stover

Michelle Stover

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC,

Plaintiff,

v.

HTC CORPORATION, HTC AMERICA,
INC., LG ELECTRONICS, INC., LG
ELECTRONICS USA, INC., LG
ELECTRONICS MOBILECOMM USA,
INC., MOTOROLA MOBILITY LLC,
APPLE INC., and TWITTER, INC.,

Defendants.

Case No. 7:14-cv-00014-O

**APPENDIX TO DEFENDANTS' REPLY BRIEF IN SUPPORT OF THEIR MOTION
TO TRANSFER TO THE NORTHERN DISTRICT OF CALIFORNIA**

No.	Document Description	Page No.
1.	Declaration of Douglas L. Clark in Support of Defendants' Motion to Transfer Venue Under 28 U.S.C. § 1404(a)	APPX001 - 004
2.	Texas Secretary of State Business Organizations Inquiry Web Page (Exhibit A to Declaration of Douglas L. Clark)	APPX005 - 008
3.	Franchise Tax Account Status for Summit 6 (Exhibit B to Declaration of Douglas L. Clark)	APPX009 – 0010
4.	Dallas County Tax Office Website (Exhibit C to Declaration of Douglas L. Clark)	APPX0011 - 0027
5.	Web Pages from the Dallas County Tax Office Website (Exhibit D to Declaration of Douglas L. Clark)	APPX0028 - 0033
6.	Summit 6's Initial Disclosures (Exhibit E to Declaration of Douglas L. Clark)	APPX0034 - 0042

No.	Document Description	Page No.
7.	Apple Inc.'s Initial Disclosures (Exhibit F to Declaration of Douglas L. Clark)	APPX0043 - 0054
8.	Twitter, Inc.'s Initial Disclosures (Exhibit G to Declaration of Douglas L. Clark)	APPX0055 - 0066
9.	HTC Corporation and HTC America, Inc.'s Initial Disclosures (Exhibit H to Declaration of Douglas L. Clark)	APPX0067 – 0077
10.	Motorola Mobility LLC's Initial Disclosures (Exhibit I to Declaration of Douglas L. Clark)	APPX0078 - 0086
11.	LG Electronics, Inc., LG Electronics USA, Inc. and LG Electronics MobileComm USA, Inc.'s Initial Disclosures (Exhibit J to Declaration of Douglas L. Clark)	APPX0087 – 00101
12.	Selected Web Pages from the Tarrant Appraisal District Website (Exhibit K to Declaration of Douglas L. Clark)	APPX00102 – 00108
13.	Supplemental Declaration of Mark Buckley in Support of Defendants' Motion to Transfer Venue Under 28 U.S.C. § 1404(a)	APPX00109 -00110

Dated: July 15, 2014

Respectfully submitted,

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***Attorneys for Defendant MOTOROLA
MOBILITY LLC***

CERTIFICATE OF SERVICE

The undersigned certifies that on this 15th day of July, 2014, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document through the Court's CM/ECF system under Local Rule 5.1(d). Any other counsel of record will be served by a facsimile transmission and/or first class mail.

/s/ Michelle Stover
Michelle Stover

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CIVIL ACTION

No. 7:14-cv-00014

JURY TRIAL DEMANDED

JURY TRIAL DEMANDED

I, Douglas L. Clark, declare and state as follows:

2. I am a member in good standing of the State Bar of California, have personal knowledge of the facts set forth in this declaration, and, if called as a witness, could and would testify competently to such facts under oath.

IRI-64763v1

4. Based on the Texas Secretary of State website that maintains records for “active, as well as inactive, corporations [and] limited liability companies,” Summit 6 LLC (“Summit 6”) has never registered to do business in Texas. Attached hereto as Exhibit A is a true and correct copy from the Texas Secretary of State Business Organizations Inquiry web page last accessed on July 12, 2014, via the following link: <https://direct.sos.state.tx.us/home/home-corp.asp>. The web page shows the instructions for searches and the search for “Summit 6.”

5. Attached hereto as Exhibit B is a true and correct copy of the Franchise Tax Account Status for Summit 6, last accessed on July 2, 2014, via the following link: https://mycpa.cpa.state.tx.us/coa/servlet/cpa.app.cpa.CoaGetTp?Pg=tpid&Search_Nm=summit%206%20&Button=search&Search_ID=12059518840. The web page shows that Summit 6 is “Not Registered” in Texas, does not have a Secretary of State File Number and does not have a registered agent on file in Texas.

6. Attached hereto as Exhibit C is a true and correct copy from the Dallas County Tax Office website last accessed on July 2, 2014, via the following link: http://www.dallasact.com/act_webdev/dallas/showlist.jsp. The web page lists the owners associated with the address at Suite 200, 4925 Greenville Ave., Dallas, Texas. It lists the first 250 accounts of 453 matches to “4925 Greenville,” of which 145 are listed at Suite 200.

7. Attached hereto as Exhibit D is a true and correct copy of selected web pages from the Dallas County Tax Office website last accessed on July 12, 2014, via the following link: http://www.dallasact.com/act_webdev/dallas/index.jsp. The Dallas County Tax Office indicates that yearly payment records for Summit 6 go back to 2012. It further indicates that Summit 6 pays \$21.04 per year in business personal property taxes.

8. Attached hereto as Exhibit E is the true and correct copy of Summit 6's Initial Disclosures.

9. Attached hereto as Exhibit F is the true and correct copy of Apple Inc.'s Initial Disclosures.

10. Attached hereto as Exhibit G is the true and correct copy of Twitter, Inc.'s Initial Disclosures.

11. Attached hereto as Exhibit H is the true and correct copy of HTC Corporation and HTC America, Inc.'s Initial Disclosures.

12. Attached hereto as Exhibit I is the true and correct copy of Motorola Mobility LLC's ("Motorola") Initial Disclosures.

13. Attached hereto as Exhibit J is the true and correct copy of LG Electronics, Inc., LG Electronics USA, Inc. and LG Electronics MobileComm USA, Inc.'s Initial Disclosures.

14. Attached hereto as Exhibit K is a true and correct copy of selected web pages from the Tarrant Appraisal District website, last accessed on July 12, 2014, via the following link: <http://www.tad.org/Default.aspx>.

15. During its prior litigation against Samsung, Summit 6 produced a witness list. *Summit 6 LLC v. Research in Motion Corp.*, No. 3:11-cv-367-O, D.I. 349 (N.D. Tex. Dec. 4 2012). Based on the addresses on the witness list, 17 individuals were from the Northern District of California. Only five individuals were from Texas—four were Samsung employees and one was the Summit 6's damages expert.

16. On July 10, 2014, counsel for Plaintiff provided their list of document custodians for purposes of collection, review and production of ESI, which consisted of Sarah Pate and Scott Lewis. As proved in Defendants' opening brief (Dkt Nos. 91-1 and 91-2), Sarah Pate resides in Northern California (APPX038, APPX040) and Scott Lewis resides in Utah (APPX156).

I declare under penalty of perjury that the foregoing is true and correct.

Date: July 14, 2014


Douglas L. Clark

Exhibit A

TEXAS SECRETARY of STATE

NANDITA BERRY

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FIND ENTITY NAME SEARCH

Enter name and press 'Search'. There is a **\$1.00** statutorily authorized fee associated with each search. This fee will not be assessed if an order request is then placed on the results of the search.

ENTITY NAME

Search

Instructions:

• The statutorily authorized fee to access information will not be assessed if an order request is then placed on or a document filed on the results of the search.

• **DEFINITION: Find -** By performing this search, you will retrieve information on active, as well as inactive, corporations, limited liability companies, limited partnerships, registered limited liability partnerships, out-of-state financial institutions, certain Texas financial institutions, and unincorporated nonprofit associations that currently use or have used the name you searched.

TEXAS SECRETARY of STATE

NANDITA BERRY

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FIND ENTITY NAME SEARCH

This search was performed on with the following search parameter:

ENTITY NAME : summit 6

Mark	Filing Number	Name	Entity Type	Entity Status	Name Type	Name Status
<input type="radio"/>	800936353	G&I VI SUMMIT RIDGE GP LLC	Foreign Limited Liability Company (LLC)	In existence	Legal	In use
<input type="radio"/>	800936501	G&I VI SUMMIT RIDGE LP	Foreign Limited Partnership	In existence	Legal	In use
<input type="radio"/>	19238200	SMITH FURNITURE CO. #6, INC.	Domestic For-Profit Corporation	Merged	Legal	Inactive
<input type="radio"/>	19727100	SMITH'S SIX FLAGS, INC.	Domestic For-Profit Corporation	Forfeited existence	Legal	Inactive
<input type="radio"/>	801584013	SMITH ROAD LOT 6, LP	Domestic Limited Partnership (LP)	In existence	Legal	In use
<input type="radio"/>	801584008	SMITH ROAD LOT 6 GENERAL PARTNER, LLC	Domestic Limited Liability Company (LLC)	In existence	Legal	In use
<input type="radio"/>	801827519	SmoothL6 LLC	Domestic Limited Liability Company (LLC)	In existence	Legal	In use
<input type="radio"/>	801785290	6S Smith Investments, LLC	Domestic Limited Liability Company (LLC)	In existence	Legal	In use
<input type="radio"/>	801932936	HIGHSMITH HOMES VI, LLC	Domestic Limited Liability Company (LLC)	In existence	Legal	In use
<input type="radio"/>	40718500	J. M. SMITH AUTO SUPPLY, NO. 6, INC.	Domestic For-Profit Corporation	Forfeited existence	Legal	Prior

Records 1 to 10 of 13 scroll

Next >>

OR proceed to page of 2 pages

GO

Return to Order

New Search

Instructions:

- To view additional information pertaining to a particular filing select the number associated with the name.
- To place an order for additional information about a filing select the radial button listed under 'Mark' that is associated with the entity and press the 'Order' button.

TEXAS SECRETARY of STATE

NANDITA BERRY

[UCC](#) | [Business Organizations](#) | [Trademarks](#) | [Notary](#) | [Account](#) | [Help/Fees](#) | [Briefcase](#) | [Logout](#)

FIND ENTITY NAME SEARCH

This search was performed on with the following search parameter:

ENTITY NAME : summit 6

Mark	<u>Filing</u> Number	<u>Name</u>	<u>Entity Type</u>	<u>Entity</u> <u>Status</u>	<u>Name</u> <u>Type</u>	<u>Name</u> <u>Status</u>
<input type="radio"/>	800065991	SPJST District VI Cemetery Organization	Domestic Nonprofit Corporation	In existence	Legal	In use
<input type="radio"/>	801474319	DALLAS MOTEL6, L.L.C.	Domestic Limited Liability Company (LLC)	In existence	Legal	Prior
<input type="radio"/>	800973683	See Matthew 6	Domestic Nonprofit Corporation	In existence	Legal	In use

Records 11 to 13 of 13 scroll

<< Previous

OR proceed to page of 2 pages

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Instructions:

- To view additional information pertaining to a particular filing select the number associated with the name.
- To place an order for additional information about a filing select the radial button listed under 'Mark' that is associated with the entity and press the 'Order' button.

Exhibit B



[Taxable Entity Search Results](#)
[Taxable Entity Search](#)
[Help](#)

Franchise Tax Account Status

As of: 07/02/2014 06:48:07 PM

This Page is Not Sufficient for Filings with the Secretary of State

[Obtain a certification](#) for filings with the Secretary of State.

SUMMIT 6 LLC	
Texas Taxpayer Number	12059518840
Mailing Address	PO BOX 2603 ADDISON, TX 75001-2603
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	Not Registered
Texas SOS File Number	Not Registered
Registered Agent Name	Not on file
Registered Office Street Address	

[texas.gov](#) | [Statewide Search from the Texas State Library](#) | [State Link Policy](#) | [Texas Homeland Security](#)

Susan Combs, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)
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Exhibit C


[Owner Search](#)
[Address Search](#)
[Account Search](#)
[Fiduciary Search](#)

The following items match your Site Address search for "4925 GREENVILLE"

Only the first 250 accounts of 453 matches are shown. Please refine your search criteria.

Click an account number below to see details or make a payment on that account.

Your search took 4 seconds.

Account Number	Owner's Name & Address	Property Site Address	Legal Description
99120207720000000	YODH RAHUL D SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE YODH, DA	PERSONAL PROPERTY RAHUL D YODH
99080421220000000	XO ONE INC % TAX DEPT 13865 SUNRISE VALLEY DR HERNDON, VA 20171-6187	4925 GREENVILLE AVE , 30	PERSONAL PROPERTY XO ONE INC
99110322163000000	WJ BRADLEY MORTGAGE CAPITAL GR SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200WJ, DA	PERSONAL PROPERTY WJ BRADLEY MORTGAGE CAPITAL GROUP
99101103860000000	WILDCAT MIDSTREAM LLC MICHAEL B DAVIS SUITE 300 8333 DOUGLAS AVE DALLAS, TX 75225-5845	4925 GREENVILLE AVE 550, DA	PERSONAL PROPERTY WILDCAT MIDSTREAM LLC
99200126700059950	WHITTINGTON ROWDY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 2000, DA	PERSONAL PROPERTY OFFICE OF ROWDY LAYNE
99070417880000000	WHEELER MAUREEN SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200AB, DA	PERSONAL PROPERTY ABH CAPITAL MANAGEMENT
99120207680000000	WESTERN FINANCE & LEASE INC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE WESTE, DA	PERSONAL PROPERTY WESTERN FINANCE & LEASE INC
99100419310000000	VERMEULEN ROGER SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200VE, DA	PERSONAL PROPERTY VERMEULEN ROGER
99120207670000000	US WESTERN FINANCIAL GROUP SUITE 200 4825 GREENVILLE AVE DALLAS, TX 75206-4119	4925 GREENVILLE AVE USWES, DA	PERSONAL PROPERTY US WESTERN FINANCIAL GROUP
99100419290000000	TURNER HIERS SUITE 200 4978 GREENVILLE AVE DALLAS, TX 75206-4004	4925 GREENVILLE AVE 200TU, DA	PERSONAL PROPERTY TURNER HIERS
99000000216522600	TURNER FRED E SUITE 852 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 852, DA	PERSONAL PROPERTY TURNER FRED E
99090811152000000	TUCKER KADRIAN SUITE 200 4925 GREENVILLE AVE	4925 GREENVILLE AVE 200TU	PERSONAL PROPERTY TUCKER KADRIAN

	DALLAS, TX 75206-4026		
99090811149000000	TRIDENT STEEL SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200TR	PERSONAL PROPERTY TRIDENT STEEL
99070509900000000	TRIDENT STEEL CORPORATION SUITE 304 1000 DES PERES RD SAINT LOUIS,, MO 63131-2050	4925 GREENVILLE, UNIT 218T, 30	PERSONAL PROPERTY TRIDENT STEEL CORPORATION
99110322161000000	TRIDENT STEEL CORPORATION SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200TR, DA	PERSONAL PROPERTY TRIDENT STEEL CORPORATION
99060515190000000	TRIDENT STEEL CORPORATION %MARK LEWANDOWSKI SUITE 304 1000 DES PERES RD SAINT LOUIS, MO 63131-2050	4925 GREENVILLE AVE 218TR, DA	PERSONAL PROPERTY TRIDENT STEEL CORPORATION
99060515160000000	TRICOMP MANAGEMENT INC SUITE 200 4925 GREENVILLE AVE DALLAS,, TX 75206-4026	4925 GREENVILLE, UNIT 200T, 30	PERSONAL PROPERTY TRICOMP MANAGEMENT INC
99060511218000000	TRI QUETRA ENTERPRISES LLC % GONZALES CARLOS SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200AM, 30	PERSONAL PROPERTY AMERI-NET MORTGAGE
99120207650000000	TRADING LIMITLESS SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE TRADI, DA	PERSONAL PROPERTY TRADING LIMITLESS
99000000216505000	TORO EXPLORATION CO T J THOMPSON - PRES P O BOX 1629 ROCKWALL, TX 75087-1629	4925 GREENVILLE, UNIT 14, DA	PERSONAL PROPERTY TORO EXPLORATION CO
99050504400000000	TIME WARNER OF TEXAS LP ATTN PROPERTY TAX DEPT 10475 PARK MEADOWS DR LITTLETON,, CO 80124-5433	4925 GREENVILLE, 30	PERSONAL PROPERTY TIME WARNER OF TEXAS LP
99090811148000000	TIDAL RESEARCH SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200TI	PERSONAL PROPERTY TIDAL RESEARCH
99120206600000000	THURSTON ENERGY LLC SUITE 840 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 840, DA	PERSONAL PROPERTY THURSTON ENERGY LLC
99100419270000000	THREE SEAS CAPITAL SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200TH, DA	PERSONAL PROPERTY THREE SEAS CAPITAL
99000000216494900	THREE BROTHERS OIL CO GENTRY M HUBBARD PRES SUITE 1155 4925 GREENVILLE AVE DALLAS, TX 75206-0000	4925 GREENVILLE, UNIT 115, DA	PERSONAL PROPERTY HUBBARD PETROLEUM
99090811147000000	THINK TECH LABS LLS SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200TH, DA	PERSONAL PROPERTY THINK TECH LABS LLS
99120207640000000	TEX LA MANAGEMENT GROUP LLC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE TEXLA, DA	PERSONAL PROPERTY TEX LA MANAGEMENT GROUP LLC
99081030670000000	TEMA FUND LP DALTON COBB PO BOX 12038 DALLAS, TX 75225-0038	4925 GREENVILLE AVE 1100, DA	PERSONAL PROPERTY TEMA FUND LP
99061113340000000	TEITELBAUM WILLIAM SUITE 200 4958 GREENVILLE AVE	4925 GREENVILLE AVE 200TE, DA	PERSONAL PROPERTY LAW OFFICE OF WILLIAM J TEITELBAUM

	DALLAS, TX 75206-4004		
99050608102000000	TARA ENERGY SUITE 500 3800 BUFFALO SPEEDWAY HOUSTON, TX 77098-3719	4925 GREENVILLE AVE 200TA, DA	PERSONAL PROPERTY TARA ENERGY
99081030560000000	SYDRI ENERGY INC SUITE 1200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 560, DA	PERSONAL PROPERTY SYDRI OIL & GAS INC
99110322158000000	SWAIM MARK SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200MA, DA	PERSONAL PROPERTY MARK SWAIM
99100419260000000	SUMMIT BUILDERS SUITE 122 3333 E CAMELBACK RD PHOENIX, AZ 85018-2322	4925 GREENVILLE AVE 200SU, DA	PERSONAL PROPERTY SUMMIT BUILDERS
99120207630000000	SUMMIT 6 SUITE 200 4825 GREENVILLE AVE DALLAS, TX 75206-4119	4925 GREENVILLE AVE SUMMI, DA	PERSONAL PROPERTY SUMMIT 6
99110322157000000	SUMMERS TOMMY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200TO, DA	PERSONAL PROPERTY TOMMY SUMMERS
99050608101000000	SUMMER RESOURCES SUITE 200 4925 GREENVILLE AVE DALLAS,, TX 75206-4026	4925 GREENVILLE, UNIT 200S, 30	PERSONAL PROPERTY SUMMER RESOURCES
99060515130000000	STURGIS TAMMIE SUITE 200 4925 GREENVILLE AVE DALLAS,, TX 75206-4026	4925 GREENVILLE, UNIT 200S, 30	PERSONAL PROPERTY STURGIS TAMMIE
99120125420000000	STAUB JANICE AND HARBAUGH DEEN SUITE 608 4925 GREENVILLE AVE DALLAS, TX 75206-0000	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY DALLAS EDUCATIONAL AWARENESS
99080415610000000	SR PRODUCTIONS SUITE 200 4925 GREENVILLE AVE DALLAS,, TX 75206-4026	4925 GREENVILLE, 30	PERSONAL PROPERTY SR PRODUCTIONS
99091118670000000	SPECIALIZED PUBLIC FINANCE INC STEVEN ADAMS SUITE 465 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 465, DA	PERSONAL PROPERTY SPECIALIZED PUBLIC FINANCE INC
99070124150000000	SOUTHERN CROSS PROPERTIES INC SUITE 825 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY SOUTHERN CROSS PROPERTIES INC
99120207610000000	SMULAND KEN SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE SMULA, DA	PERSONAL PROPERTY KEN SMULAND
99070417107000000	SMITH GORDON SUITE 200 4925 GREENVILLE AVE DALLAS,, TX 75206-4026	4925 GREENVILLE, UNIT 200T, 30	PERSONAL PROPERTY TEMPEST TELECOM
99120207530000000	SLOUGH LAW FIRM THE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE SLOUG, DA	PERSONAL PROPERTY THE SLOUGH LAW FIRM
99000000216364450	SLOCUM ROBERT E DO ROBERT SLOCUM PRES SUITE 1158 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1158, DA	PERSONAL PROPERTY SLOCUM ROBERT E DO PA
99000000216359050	SISTRUNK CORPORATION JOHN D SISTRUNK JR PRES 7230 BRIAR COVE DR DALLAS, TX 75254-8002	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY SISTRUNK CORPORATION

99110322156000000	SIMR INC SUITE 200 4972 GREENVILLE AVE DALLAS, TX 75206-4004	4925 GREENVILLE AVE 200ST, DA	PERSONAL PROPERTY STATINMED RESEARCH
99100419250000000	SIMPLE SURROGACY LLC SUITE 200 4970 GREENVILLE AVE DALLAS, TX 75206-4004	4925 GREENVILLE AVE 200RA, DA	PERSONAL PROPERTY SIMPLE SURROGACY LLC
99100419240000000	SIMCKES ANDREW SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200SI, DA	PERSONAL PROPERTY SIMCKES ANDREW
99090811136000000	SIGNTRONIX SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200SI	PERSONAL PROPERTY SIGNTRONIX
99200126700059850	SIGEL MARC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200H, DA	PERSONAL PROPERTY HUNTER TECHNOLOGY
99110322152000000	SHORE FREEMAN MILES PC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200SH, DA	PERSONAL PROPERTY SHORE FREEMAN MILES PC
99070123440000000	SHARPE & ASSOCIATES PLLC CHARLES N SHARPE SUITE 425 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 425, DA	PERSONAL PROPERTY SHARPE & ASSOCIATES PLLC
99070124800000000	SEMINOLE ENERGY SERVICES LLC SUITE 300 1323 E 71ST ST TULSA,, OK 74136-5045	4925 GREENVILLE, UNIT 1130, 30	PERSONAL PROPERTY SEMINOLE ENERGY SERVICES
99050608990000000	SCOTT SEARCH SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200, DA	PERSONAL PROPERTY SCOTT SEARCH
99080415570000000	SAXON MORTGAGE INC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY SAXON MORTGAGE INC
99080415550000000	SANDY COVE RANCH ON RICHALAND SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200SA, DA	PERSONAL PROPERTY SANDY COVE RANCH ON RICHALAND CHAM BERS LAKE
99070926120000000	SANDRIDGE ONSHORE LP RICH SANCHEZ PO BOX 548807 OKLAHOMA CITY, OK 73154-8807	4925 GREENVILLE AVE DA	PERSONAL PROPERTY SANDRIDGE ONSHORE LP
99060103430000000	SAN SABA ROYALTY COMPANY LLC COON HAL SUITE 500 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 500, DA	PERSONAL PROPERTY SAN SABA ROYALTY COMPANY LLC
99000000215116800	SAMSON OIL CO BOND W BEAMS PRES 410 17TH ST STE570 DENVER, CO 80202-4412	4925 GREENVILLE, UNIT 84, DA	PERSONAL PROPERTY SAMSON OIL CO
99101101410000000	SAEED AFGHAHI AND ASSOCIATES I SAEED AFGHAHI - PRESIDENT SUITE 460 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 460, DA	PERSONAL PROPERTY AVRA OIL COMPANY
99120917310000000	ROSS CAROL MED LPC ATTN CAROL ROSS SUITE 608 4925 GREENVILLE AVE DALLAS, TX 75206-0000	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY ROSS CAROL MED LPC
99060515900000000	ROMACK INC SUITE 200	4925 GREENVILLE AVE 200RO, DA	PERSONAL PROPERTY ROMACK INC

	4967 GREENVILLE AVE DALLAS, TX 75206-0000		
99081029122000000	ROGERS HEALY AND ASSOCIATES LL HEALY ROGERS SUITE 360 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 360, DA	PERSONAL PROPERTY ROGERS HEALY AND ASSOCIATES LLC
99000000216328500	ROC SOFTWARE % DAWN FOSBURY SUITE 300 9050 N CAPITAL OF TEXAS H AUSTIN,, TX 78759-7268	4925 GREENVILLE, UNIT 120, 30	PERSONAL PROPERTY ROC SOFTWARE
99110322148000000	ROBINSON PC JOHN G SUITE 200 4966 GREENVILLE AVE DALLAS, TX 75206-4004	4925 GREENVILLE AVE 200RO, DA	PERSONAL PROPERTY ROBINSON PC JOHN G
99080415520000000	ROBERTS GENE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200RO, DA	PERSONAL PROPERTY ROBERTS GENE
99000000183685000	ROBERTS & HAMMACK INC DIMPLE L ZEIGER PRES SUITE 1140 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY ROBERTS & HAMMACK INC
99080415510000000	REFAKIS PC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200RE, 30	PERSONAL PROPERTY REFAKIS PC
99200126700059800	REEDER CHRIS & BRYAN SUITE 1400 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1400, DA	PERSONAL PROPERTY REEDER ENERGY
99100419230000000	RDR ASSOCAITES LLC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200RD, DA	PERSONAL PROPERTY RDR ASSOCIATES LLC
99120207520000000	RB INTERNATIONAL FINANCE LLC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE RBINT, DA	PERSONAL PROPERTY RB INTERNATIONAL FINANCE LLC
99080415480000000	RAY BRAD SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200RA, DA	PERSONAL PROPERTY RAY OIL COMPANY
99050608980000000	RAPTOR RESOURCES INC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200RA, DA	PERSONAL PROPERTY RAPTOR RESOURCES INC
99110322145000000	QUARLS HARRY SUITE 200 4965 GREENVILLE AVE DALLAS, TX 75206-0000	4925 GREENVILLE AVE 200HA, DA	PERSONAL PROPERTY HARRY QUARLS
99080416100000000	QUARLS HARRY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY QUARLS HARRY
99090811103000000	QUARLS HARRY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200GR, DA	PERSONAL PROPERTY GREEN ROCK ENERGY
99080415140000000	PURSUIT SERVICES GROUP LLC SUITE 200 4925 GREENVILLE AVE DALLAS,, TX 75206-4026	4925 GREENVILLE, UNIT 200P, 30	PERSONAL PROPERTY PURSUIT SERVICES GROUP LLC
99090811134000000	PROVIDENCE MUSIC ACADEMY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200PR	PERSONAL PROPERTY PROVIDENCE MUSIC ACADEMY
99080415130000000	POWELL ORLANDA SUITE 200	4925 GREENVILLE, UNIT 200P, 30	PERSONAL PROPERTY POWELL ORLANDA

	4925 GREENVILLE AVE DALLAS, TX 75206-4026		
99100419210000000	POWELL ORLANDA SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200PO, DA	PERSONAL PROPERTY POWELL ORLANDA
99090811155000000	POWELL GROUP THE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200PO, DA	PERSONAL PROPERTY POWELL GROUP THE
99110322142000000	POLEMENAKOS ELAINE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200EL, DA	PERSONAL PROPERTY LAW OFFICES OF ELAINE POLEMENAKOS
99120207490000000	PLANNING MODE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE PLANN, DA	PERSONAL PROPERTY PLANNING MODE
99070417960000000	PICCHIOTTI LARRY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200L, 30	PERSONAL PROPERTY LENDING TEAM USA
99110322141000000	PETTY TRAVIS SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200TR, DA	PERSONAL PROPERTY TRAVIS PETTY
99080415120000000	PELTON LANCE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200P, 30	PERSONAL PROPERTY PELTON LANCE
99100419190000000	PELTON LANCE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200PE, DA	PERSONAL PROPERTY PELTON LANCE
99101103840000000	PARK CITIES CHILD AND FAMILY C SARAH L BALINT SUITE 1100 4849 GREENVILLE AVE DALLAS, TX 75206-0000	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY PARK CITIES CHILD AND FAMILY COUN ELING PLLC
99090811131000000	PARK CITIES CHILD & FAMILY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200PA	PERSONAL PROPERTY PARK CITIES CHILD & FAMILY
99091103150000000	PALMER PETROLEUM INC SUITE 1400 401 EDWARDS ST SHREVEPORT, LA 71101-3289	4925 GREENVILLE AVE 400, DA	PERSONAL PROPERTY PALMER PETROLEUM INC
99060515830000000	P T BEE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200PT, 30	PERSONAL PROPERTY P T BEE
99110322790000000	P STAN KEITH SUITE 200 SUITE 2 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200PR, DA	PERSONAL PROPERTY PROMETTRE INTERNATIONAL VENTURE
99100419180000000	OWENS BRIAN SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200OW, DA	PERSONAL PROPERTY OWENS BRIAN
99060103380000000	OLYMPIA ROYALTY LTD SUITE 1800 3811 TURTLE CREEK BLVD DALLAS, TX 75219-4693	4925 GREENVILLE AVE 500, DA	PERSONAL PROPERTY OLYMPIA ROYALTY LTD
99110322114000000	ODEN MADISON LEE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200MA, DA	PERSONAL PROPERTY MR BE MOTORS
99100419170000000	OCONNOR JAN SUITE 200 4925 GREENVILLE AVE	4925 GREENVILLE AVE 200OC, DA	PERSONAL PROPERTY OCONNOR JAN

	DALLAS, TX 75206-4026		
99070123190000000	OBRIEN RESOURCES LLC CTMI LLC SUITE 152 6115 CAMP BOWIE FORT WORTH, TX 76116-5512	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY OBRIEN RESOURCES LLC
99060515240000000	OBRIEN ENERGY COMPANY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 2000, 30	PERSONAL PROPERTY OBRIEN ENERGY COMPANY
99110322111000000	O AND H BRAND DESIGN SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 2000H, DA	PERSONAL PROPERTY O AND H BRAND DESIGN
99050608950000000	NXTRENDS RESEARCH SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200N, 30	PERSONAL PROPERTY NXTRENDS RESEARCH
99060515500000000	NORTH AMERICAN IMPEX INC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200N, 30	PERSONAL PROPERTY NORTH AMERICAN IMPEX INC
99101103850000000	NOBLES & HARDY LLC CHARLES DANE HARDY SUITE 1100 4925 N CENTRAL EXPY DALLAS, TX 75206-0000	4925 GREENVILLE AVE 1100, DA	PERSONAL PROPERTY NOBLES & HARDY LLC
99070417940000000	NICHOLS JAMES SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200B, 30	PERSONAL PROPERTY BELL SUPPLY COMPANY
99120207470000000	NEWKUMET EXPLORATION INC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE NEWKU, DA	PERSONAL PROPERTY NEWKUMET EXPLORATION INC
99090810134000000	NEOFIRMA INC % STEPHEN HAGLUND SUITE 455 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 455, DA	PERSONAL PROPERTY NEOFIRMA INC
99000000215290300	NEA DALLAS CO BABS DIDNER 316 W 12TH ST AUSTIN, TX 78701-1815	4925 GREENVILLE AVE 415, DA	PERSONAL PROPERTY NEA DALLAS
99060515400000000	NATIONAL FUEL MARKETING SUITE 815 7979 E TUFTS AVE DENVER, CO 80237-2845	4925 GREENVILLE, DA	PERSONAL PROPERTY NATIONAL FUEL MARKETING
99051227410000000	NADEL & GUSSMAN LLC 9631 HILLVIEW DR DALLAS, TX 75231-1526	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY NADEL & GUSSMAN LLC
99060515300000000	MUSTANG DRILLING LTD SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200M, 30	PERSONAL PROPERTY MUSTANG DRILLING LTD
99200126700154350	MOSCA HERB SUITE 500 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 500, 30	PERSONAL PROPERTY GLACIER EXPLORATION
99120207450000000	MORRISWEET LLC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE MORRI, DA	PERSONAL PROPERTY MORRISWEET LLC
99000000216488700	MORAN & ASSOCIATES PC 4315 CROWLEY DR DALLAS, TX 75229-0000	4925 GREENVILLE, DA	PERSONAL PROPERTY MORAN & ASSOCIATES PC
99080415700000000	MITSUBISHI NUCLEAR ENERGY SYST 500 LAS COLINAS BLVD E IRVING, TX 75039-5612	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY MITSUBISHI NUCLEAR ENERGY SYSTEMS NC

99110322830000000	MILES ROB SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200RO, DA	PERSONAL PROPERTY ROB MILES
99000000215170450	MIKE BRAZIEL GEOLOGIST SUITE 230 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 23, DA	PERSONAL PROPERTY MIKE BRAZIEL PETROLEUM GEOLOGIST
99080415400000000	METER SMART LP SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200M, 30	PERSONAL PROPERTY METER SMART LP
99120206700000000	MED TEAM INC SUITE 475 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 475, DA	PERSONAL PROPERTY MED TEAM INC
99091103600000000	MCNIEL LAW FIRM PLLC SUITE 1250 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1250, DA	PERSONAL PROPERTY MCNIEL LAW FIRM
99080415300000000	MCCANN REALTY PARTNERS LLC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200M, 30	PERSONAL PROPERTY MCCANN REALTY PARTNERS LLC
99200126700060050	MASSA JAY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 210L, 30	PERSONAL PROPERTY LITE CONTROL
99060306160000000	MARTINEAU PETROLEUM INC DAVID T MARTINEAU SUITE 550 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 550, DA	PERSONAL PROPERTY MARTINEAU PETROLEUM INC
99000000216118300	MACVAC A JOINT VENTURE %JAMES HAIL JR PRES SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-0000	4925 GREENVILLE, UNIT 20, DA	PERSONAL PROPERTY MACVAC A JOINT VENTURE ENERGY SQUARE LEASING OFFICE
99091103110000000	MACK MATHESON & MARCHESONI PLL SUITE 880 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 880, DA	PERSONAL PROPERTY MACK MATHESON & MARCHESONI PLLC
99200126700060200	LOUISE RITA N A SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 2100, DA	PERSONAL PROPERTY LOUISE RITA OFFICE OF
00000366413000000	LOCH ENERGY SQUARE LP % GREGORY COURTWRIGHT 2000 MCKINNEY AVE STE 1000 DALLAS, TX 75201-2027	4925 GREENVILLE AVE, 00	ENERGY SQUARE BLK C/5188 L T 1B ACS 4.757 INT201100303972 DD11182011 CO-DC 5188 00C 01B00 1005188 00C
99080827330000000	LLOYD REALTY PARTNERS LLC CHRIS LLOYD 3616 VINTAGE PL DALLAS, TX 75214-0000	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY LLOYD REALTY PARTNERS
99100419140000000	LAW OFFICES OF GREGORY GRIFFIT SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200GR, DA	PERSONAL PROPERTY GRIFFITH LAW FIRM THE
99090811121000000	LAW OFFICE OF RICHARD SCIMECA SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200LA	PERSONAL PROPERTY LAW OFFICE OF RICHARD SCIMECA
99120207440000000	LAW OFFICE OF ANDREW OOSTDYK P SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE OOSTD, DA	PERSONAL PROPERTY LAW OFFICE OF ANDREW OOSTDYK PLLC
99000000215872600	LARSON PERRY L SUITE 1015 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1015, DA	PERSONAL PROPERTY LARSON PERRY OPERATING CO INC

99090811139000000	LANSFORD GROUP THE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200LA	PERSONAL PROPERTY LANSFORD GROUP THE
99120207420000000	LANGUAGE TRAINING CENTER SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE LANGU, DA	PERSONAL PROPERTY LANGUAGE TRAINING CENTER
99081030460000000	LANDSTAR RESOURCES LLC SUITE 712 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 712, DA	PERSONAL PROPERTY LANDSTAR RESOURCES LLC
99100419160000000	LAMPL BRENT SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200LA, DA	PERSONAL PROPERTY LAMPL BRENT
99070417101000000	LAMM JERRY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200LA, DA	PERSONAL PROPERTY LAMM REAL ESTATE
99200108500236300	KINCHELOE RICHARD SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 210K, DA	PERSONAL PROPERTY KINCHELOE & ASSOCIATES
99200021600186350	KIDD CHRIS M 9631 HILLVIEW DR DALLAS, TX 75231-1526	4925 GREENVILLEAVEDA	PERSONAL PROPERTY KIDD CHRIS M
99090811117000000	KENTTER REALTY GROUP LLC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200KE	PERSONAL PROPERTY KENTTER REALTY GROUP LLC
99100419150000000	KENNY JEFF N SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200KE, DA	PERSONAL PROPERTY KENNY JEFF N
99200126700060100	JONES DOUGLAS & MCKEEVER MIKE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200LP, DA	PERSONAL PROPERTY LPL FINANCIAL
99200126700059700	JOHNSON HOWARD SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200B, 30	PERSONAL PROPERTY BUILDING SERVICE
99071022590000000	JAREP COMMERCIAL CONSTRUCTION PO BOX 644 TERRELL, TX 75160-0012	4925 GREENVILLE AVE 140, DA	PERSONAL PROPERTY JAREP COMMERCIAL CONSTRUCTION LLC
99060511225000000	INTERSEARCH SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200I, 30	PERSONAL PROPERTY INTERSEARCH
99000000215755900	INSURANCE GROUP THE PHILIP GARLINGTON -PRES 1623 TEN MILE LN DUNCANVILLE, TX 75137-4329	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY INSURANCE GROUP THE
99110322820000000	HUNT WILL SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200WI, DA	PERSONAL PROPERTY WILL HUNT
99091103140000000	HUDSON STEVEN SUITE 500 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 500, DA	PERSONAL PROPERTY WELLBORE CAPITAL
99080415200000000	HOWLAND MARIANNE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200H, 30	PERSONAL PROPERTY HOWLAND MARIANNE
99090811113000000	HOWLAND MARIANNE SUITE 200 4925 GREENVILLE AVE	4925 GREENVILLE AVE 200HO	PERSONAL PROPERTY HOWLAND MARIANNE

	DALLAS, TX 75206-4026		
99060511224000000	HOUSER WILLIAM SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200H, 30	PERSONAL PROPERTY HOUSER WILLIAM
99101202220000000	HOUGH ROBERT M PETROLEUM GEOLO STE 1310 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY FOUNTAINHEAD OIL & GAS LLC
99060511222000000	HOPE FOR CHILDREN FOUNDAT SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200H, 30	PERSONAL PROPERTY HOPE FOR CHILDREN FOUNDATION
99120515190000000	HERRIN DANIEL SUITE 200 4952 GREENVILLE AVE DALLAS, TX 75206-4004	4925 GREENVILLE AVE 200, DA	PERSONAL PROPERTY HERRIN & WRIGHT PLLC
99120207410000000	HERRIN AND WRIGHT SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE HERRI, 00	PERSONAL PROPERTY HERRIN AND WRIGHT
99000000215682350	HARPER WAYNE PO BOX 400 GAINESVILLE, TX 76241-0000	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY HARPER WAYNE
99000000215673300	HAMMACK JOHN A SUITE 1150 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1150, DA	PERSONAL PROPERTY HAMMACK OIL CO
99110322810000000	HAGOOD RONALD SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200RO, DA	PERSONAL PROPERTY RONALD HAGOOD
99080415100000000	GULF COAST TUBULARS LP SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200GU, 30	PERSONAL PROPERTY GULF COAST TUBULARS LP
99000000215647400	GUFFEY ROY OIL CO WILLIAM R GUFFEY 1116 ONE ENERGY SQUARE 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1116, DA	PERSONAL PROPERTY GUFFEY ROY OIL CO
99080414123000000	GREYSTONE RETIREMENT & INSURAN SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200G, 30	PERSONAL PROPERTY GREYSTONE RETIREMENT & INSURANCE S OLUTION
99090811107000000	GREYSTONE FINANCIAL SUITE 200 4950 GREENVILLE AVE DALLAS, TX 75206-4004	4925 GREENVILLE AVE 200GR, DA	PERSONAL PROPERTY GREYSTONE FINANCIAL
99070417104000000	GREENWAY JENNIFER SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200PR, 30	PERSONAL PROPERTY PRINCIPLE HEALTHCARE
99000000215636800	GREENE & ASSOC INC PO BOX 675 ADDISON, TX 75001-0675	4925 GREENVILLE, DA	PERSONAL PROPERTY GREENE & ASSOC INC
99090811137000000	GOODENOW MARY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200GO, DA	PERSONAL PROPERTY GOODENOW MARY
99090811153000000	GLENROSE PETROLEUM CORPORATION SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200GL	PERSONAL PROPERTY GLENROSE PETROLEUM CORPORATION
99060511215000000	GIDDINGS VENTURES LLC SUITE 200 4925 GREENVILLE AVE DALLAS, TX, X 75206-4026	4925 GREENVILLE, UNIT 200G, 30	PERSONAL PROPERTY GIDDINGS VENTURES LLC
99120207380000000	GIBSON DENNIS	4925 GREENVILLE AVE GIBSO, DA	PERSONAL PROPERTY

	SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026		DENNIS GIBSON
99060511204000000	GENTRY TERESA SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200G, 30	PERSONAL PROPERTY GENTRY TERESA
99070417102000000	GARNER TODD SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200P, 30	PERSONAL PROPERTY PINNACLE ROYALTIES
99060511201000000	FURMAN GREG SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200F, 30	PERSONAL PROPERTY FURMAN GREG
99090811101000000	FRONTERRA INTEGRATED GEOSCIENC PO BOX 27909 HOUSTON, TX 77227-7909	4925 GREENVILLE AVE 200FR, DA	PERSONAL PROPERTY FRONTERRA INTEGRATED GEOSCIENCES L LC
99120206400000000	FREEMAN MILLS PC SUITE 1450 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1450, DA	PERSONAL PROPERTY FREEMAN MILLS PC
99100419130000000	FRANCIS JIMMY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200FR, DA	PERSONAL PROPERTY FRANCIS JIMMY
99091118660000000	FOUR STONE OIL LP BROOKS PURNELL SUITE 490 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 490, DA	PERSONAL PROPERTY FOUR STONE OIL LP
99000000214994400	FOUR C OIL & GAS CORP C/O ROBERT D GERLACH PRES SUITE 1151 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY FOUR C OIL & GAS CORP
99060515920000000	FOSTER AND LONG LLC ATTN CHRIS GROFF SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200RE, 30	PERSONAL PROPERTY RESTORATION
99050608930000000	FORTSON OIL SUITE 2900 301 COMMERCE ST FORT WORTH, TX 76102-0000	4925 GREENVILLE, DA	PERSONAL PROPERTY FORTSON OIL
99060511198000000	FLAGSHIP MARKETING SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200F, 30	PERSONAL PROPERTY FLAGSHIP MARKETING
99000000215606600	FIVE STATES ENERGY CO LLC % STEVE COLLINS SUITE 1220 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1220, DA	PERSONAL PROPERTY FIVE STATES ENERGY CO LLC
99060511197000000	FEARS & NACHAWATI LAW FIRM C BRYAN FEARS SUITE 715 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 715, DA	PERSONAL PROPERTY FEARS & NACHAWATI LAW FIRM
99200126700059900	FARAM DEE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200C, DA	PERSONAL PROPERTY COMEDICA
99110322780000000	FALCON MARK CO MARK FALCON SUITE 200 4946 GREENVILLE AVE DALLAS, TX 75206-4004	4925 GREENVILLE AVE 200MA, DA	PERSONAL PROPERTY FALCON LAW FIRM
99110322770000000	EXCEPTIONAL BRANDS LLC SUITE 200 4945 GREENVILLE AVE	4925 GREENVILLE AVE 200EX, DA	PERSONAL PROPERTY EXCEPTIONAL BRANDS LLC

	DALLAS, TX 75206-0000		
991202073700000000	EXCEPTIONAL BRANDS LLC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE EXCEP, DA	PERSONAL PROPERTY EXCEPTIONAL BRANDS LLC
990710226200000000	EUREKA GAS COMPANY ROBERT L HELBING - PRES PO BOX 2120 ALLEN, TX 75013-0038	4925 GREENVILLE AVE 820, DA	PERSONAL PROPERTY EUREKA GAS COMPANY
991004191200000000	ENTERPRISE OF TNA INC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200EN, DA	PERSONAL PROPERTY ENTERPRISE OF TNA INC
990701231020000000	EB GERMANY AND SONS LLC PO BOX 5198 JACKSON, MS 39296-5198	4925 GREENVILLE AVE 800, DA	PERSONAL PROPERTY EB GERMANY AND SONS LLC
990911038000000000	EAGLE ENERGY EXPLORATION INC JOHN NEAL PO BOX 601589 DALLAS, TX 75360-1589	4925 GREENVILLE AVE 1120, DA	PERSONAL PROPERTY EAGLE ENERGY EXPLORATION INC
990804141220000000	DZURIK PROPERTIES INC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200D, 30	PERSONAL PROPERTY DZURIK PROPERTIES INC
990605111940000000	DREXEL SYSTEMS LTD CO SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200D, 30	PERSONAL PROPERTY DREXEL SYSTEMS LTD CO
991103227400000000	DRAPER DENNIS SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200DE, DA	PERSONAL PROPERTY DENNIS DRAPER
990512199500000000	DOWNEY PAUL V SUITE 1250 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1250, 00	PERSONAL PROPERTY LAW OFFICE OF PAUL V DOWNEY PC
990605111710000000	DIXON STEVEN SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200D, 30	PERSONAL PROPERTY DIXON STEVEN
990605111680000000	DFW PRIME REALTY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200D, 30	PERSONAL PROPERTY DFW PRIME REALTY
991103227300000000	DFW BRANDING SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200DF, DA	PERSONAL PROPERTY DFW BRANDING
991202073600000000	DENTON DANIEL SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE DENTO, DA	PERSONAL PROPERTY DANIEL DENTON
991103227200000000	DENKE JAMES SUITE 200 4940 GREENVILLE AVE DALLAS, TX 75206-4004	4925 GREENVILLE AVE 200DE, DA	PERSONAL PROPERTY JAMES DENKE
990908119800000000	DBX GEOPHYSICAL CORPORATION 1773 COUNTY ROAD 2540 MINEOLA, TX 75773-3415	4925 GREENVILLE AVE 200DB, DA	PERSONAL PROPERTY DBX GEOPHYSICAL CORPORATION
991112057400000000	DAVID KONKER ASSOCIATES INC ONE ENERGY SQUARE SUITE 1110 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1110, DA	PERSONAL PROPERTY KONKER & ASSOCIATES
990605111650000000	DALLAS GEOLOGICAL SOCIETY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200D, 30	PERSONAL PROPERTY DALLAS GEOLOGICAL SOCIETY
99000000215378000	DALLAS EXPLORATION INC	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY

	SAM ALLEN PRESIDENT SUITE 840 4925 GREENVILLE AVE DALLAS, TX 75206-4026		DALLAS EXPLORATION INC
99060511163000000	DALLAS ENERGY GROUP SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200D, 30	PERSONAL PROPERTY DALLAS ENERGY GROUP
99091103900000000	DALLAS COMMITTEE ON FOREIGN RE SUITE 1025 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1025, DA	PERSONAL PROPERTY DALLAS COMMITTEE ON FOREIGN RELATI ONS
99080414121000000	CREATE WELLNESS LLC LESLIE HINTON LMT CTN SUITE 818 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY CREATE WELLNESS LLC
99080414116000000	COMPUTIL LLC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200CO, 30	PERSONAL PROPERTY COMPUTIL LLC
99080414115000000	COMPLETE ENERGY SERVICES SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200C, 30	PERSONAL PROPERTY COMPLETE ENERGY SERVICES
99060511162000000	COMPLETE ENERGY SERVICES PO BOX 1299 GAINESVILLE, TX 76241-1299	4925 GREENVILLE, UNIT 200C, 30	PERSONAL PROPERTY COMPLETE ENERGY SERVICES
99081029950000000	CLEARRESULTS SUITE 300 4301 WESTBANK DR AUSTIN, TX 78746-6568	4925 GREENVILLE AVE 450, DA	PERSONAL PROPERTY CLEARRESULTS
99080414113000000	CLARKSON DAVID SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200C, 30	PERSONAL PROPERTY CLARKSON DAVID
99060511154000000	CLARK LAW FIRM LLP SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200C, 30	PERSONAL PROPERTY CLARK LAW FIRM LLP
99110322690000000	CATHEY GORDON SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200CA, DA	PERSONAL PROPERTY GORDON CATHEY
99120207350000000	CASTLEMAN RIVES SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE CASTL, DA	PERSONAL PROPERTY RIVES CASTLEMAN
99200126700059750	CARNEY MARK SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200R, 30	PERSONAL PROPERTY ROMAK
99100419110000000	CARLSON MIKE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200CA, DA	PERSONAL PROPERTY CARLSON MIKE
99101101440000000	CAPVIEW PARTNERS LLC SUITE 1625 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1625, DA	PERSONAL PROPERTY CAPVIEW PARTNERS LLC
99120207340000000	CAMPBELL DON SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE CAMPB, DA	PERSONAL PROPERTY DON CAMPBELL
99090811970000000	BURNS ENGINEERING SUITE 200 4933 GREENVILLE AVE DALLAS, TX 75206-0000	4925 GREENVILLE AVE 200BU, DA	PERSONAL PROPERTY BURNS ENGINEERING
99080414108000000	BURCH LAW FIRM PC SUITE 200 4925 GREENVILLE AVE	4925 GREENVILLE AVE 200BU, 30	PERSONAL PROPERTY BURCH LAW FIRM PC

	DALLAS, TX 75206-4026		
99000000215183800	BRYANS LEONARD SUITE 203 4833 W LAWTHOR DR DALLAS, TX 75214-1801	4925 GREENVILLE AVE 750, DA	PERSONAL PROPERTY BRYANS LEONARD GEOLOGIST
99100419900000000	BROOKWOOD FINANCIAL CO INC SUITE 200 4931 GREENVILLE AVE DALLAS, TX 75206-0000	4925 GREENVILLE AVE 200BR, DA	PERSONAL PROPERTY BROOKWOOD FINANCIAL CO INC
99081020560000000	BRIM BRUCE SUITE 841 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 841, DA	PERSONAL PROPERTY BRIM BRUCE
99080414106000000	BRIDGES KRISTINE SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200B, 30	PERSONAL PROPERTY BRIDGES KRISTINE
99200126700154400	BRAZOS GAS COMPANY LLC JOHN MORROW SUITE 500 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 500, DA	PERSONAL PROPERTY BRAZOS GAS COMPANY LLC
99100419800000000	BRAVO SARAH N SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200BR, DA	PERSONAL PROPERTY BRAVO SARAH N
99091103700000000	BRADFORD BARRY LEE SUITE 1100 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1100, DA	PERSONAL PROPERTY CROSSLAND OIL & GAS
99060511148000000	BLUESTAR ENERGY SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200B, 30	PERSONAL PROPERTY BLUESTAR ENERGY
99080415800000000	BESSNER BRIAN SUITE 200 4962 GREENVILLE AVE DALLAS, TX 75206-4004	4925 GREENVILLE AVE 200NE, DA	PERSONAL PROPERTY NEW ENGLAND FINANCIAL
99110322660000000	BERTHOFF FERNANDES PLLC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200BE, DA	PERSONAL PROPERTY BERTHOFF FERNANDES PLLC
99070417105000000	BENNETT PAUL SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200SA, DA	PERSONAL PROPERTY SANDSPRING OIL & GAS
99120207330000000	BELL DON SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE PENCIL, DA	PERSONAL PROPERTY PENCILS ETC
99120207230000000	BEGGS J COLLIN SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE BEGGS, DA	PERSONAL PROPERTY J COLLIN BEGGS
99060511142000000	BEDROCK LENDING SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200B, 30	PERSONAL PROPERTY BEDROCK LENDING
99080414103000000	BARRETT TABIUS SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200B, 30	PERSONAL PROPERTY BARRETT TABIUS
99050608910000000	BANK OF THE WEST SUITE 200BA 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE, UNIT 200B, 00	BANK OF THE WEST
99080414102000000	BALINT SARAH SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200BA, 30	PERSONAL PROPERTY BALINT SARAH

99080414101000000	AVANT ASSESSMENT LLC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200AV, 30	PERSONAL PROPERTY AVANT ASSESSMENT LLC
99200126700060000	ARMSTRONG TOM SUITE 1105 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 1105, DA	PERSONAL PROPERTY ARMSTRONG OIL & GAS
99100419700000000	AREY SCOTT SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200AR, DA	PERSONAL PROPERTY AREY SCOTT
99080408110000000	ARBOR COMMERCIAL MORTGAGE SUITE 900 333 EARLE OVINGTON BLVD UNIONDALE, NY 11553-3610	4925 GREENVILLE AVE 200AR, DA	PERSONAL PROPERTY ARBOR COMMERCIAL MORTGAGE
99110322620000000	ANNE SMITH INC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200AN, DA	PERSONAL PROPERTY ANNE SMITH INC
99051227280000000	ANDERSON KING ENERGY ADVISORS %BILL ANDERSON SUITE 660 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 660, DA	PERSONAL PROPERTY ANDERSON KING ENERGY ADVISORS LLC
99080414990000000	AMERICA WORLD ADOPTION 4925 GREENVILLE AVE DALLAS,, TX 75206-4026	4925 GREENVILLE, UNIT 200A, 30	PERSONAL PROPERTY AMERICA WORLD ADOPTION
99091103130000000	AMARILLO EXPLORATION INC PO BOX 601539 DALLAS, TX 75360-1539	4925 GREENVILLE AVE 660, DA	PERSONAL PROPERTY AMARILLO EXPLORATION INC
99090811960000000	ALTRES ENERGY LLC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200CO	PERSONAL PROPERTY COST PLUS ENERGY
99080414970000000	ALPHONSO ERIC SUITE 200 4925 GREENVILLE AVE DALLAS,, TX 75206-4026	4925 GREENVILLE, UNIT 200A, 30	PERSONAL PROPERTY ALPHONSO ERIC
99100419300000000	ALPHONSO ERIC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200AL, DA	PERSONAL PROPERTY ALPHONSO ERIC
99081030430000000	ALEXANDER DUBOSE & TOWNSEND L 1844 HARVARD ST HOUSTON, TX 77008-4342	4925 GREENVILLE AVE, DA	PERSONAL PROPERTY ALEXANDER DUBOSE & TOWNSEND LLP
99200001000160400	ADVANCED COPIER TECHNOLOGY INC SUITE 130 11969 PLANO RD DALLAS, TX 75243-5454	4925 GREENVILLE, UNIT 130, DA	PERSONAL PROPERTY ADVANCED COPIER TECHNOLOGY INC
99100419200000000	ADAPT ENERGY INC SUITE 200 4925 GREENVILLE AVE DALLAS, TX 75206-4026	4925 GREENVILLE AVE 200AD, DA	PERSONAL PROPERTY ADAPT ENERGY INC
99070417108000000	3RV INC % MIKE M WOOD SUITE 200 4925 GREENVILLE AVE DALLAS,, TX 75206-4026	4925 GREENVILLE, UNIT 2003, 30	PERSONAL PROPERTY 3RV INC

When first displayed, the results are sorted by Owner Name. To sort by another Account Number, Property Site Address or Legal Description, click the column heading having that label. (For example, to sort the results by Account Number, click that column heading.)

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Exhibit D



[Owner Search](#)

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[Account Search](#)

[Fiduciary Search](#)

Find Your Property Tax Balance

You can search for any account whose property taxes are collected by the Dallas County Tax Office.

Owner Name Search

* Last Name or
Business Name:

Summit 6

First Name:

Search

* Required

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[Owner Search](#)

[Address Search](#)

[Account Search](#)

[Fiduciary Search](#)

The following items match your Owner Name search for "SUMMIT 6"

There is 1 match.

Click an account number below to see details or make a payment on that account.

Your search took 0 seconds.

Account Number	Owner's Name & Address	Property Site Address	Legal Description
99120207630000000	SUMMIT 6 SUITE 200 4825 GREENVILLE AVE DALLAS, TX 75206-4119	4925 GREENVILLE AVE SUMMIT, DA	PERSONAL PROPERTY SUMMIT 6

When first displayed, the results are sorted by Owner Name. To sort by another Account Number, Property Site Address or Legal Description, click the column heading having that label. (For example, to sort the results by Account Number, click that column heading.)

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Property Tax Balance

All tax information refers to the 2013 Tax Year, unless otherwise noted, i.e. "Prior Year Amount Due". Amounts due include penalty, interest, and collection fees if applicable.

Account Number: 99120207630000000

Address:

SUMMIT 6
SUITE 200
4825 GREENVILLE AVE
DALLAS, TX 75206-4119

Property Site Address:

4925 GREENVILLE AVE SUMMI, DA

Legal Description:

PERSONAL PROPERTY
SUMMIT 6

Current Tax Levy: \$21.04

Current Amount Due: \$0.00

Prior Year Amount Due: \$0.00

Total Amount Due: \$0.00

[eStatement Enrollment](#)

Enroll in eStatements to receive your 2014 Current Tax Statement by email in October, 2014.

Market Value: \$700

Land Value: \$0

Improvement Value: \$700

Capped Value: \$0

Agricultural Value: \$0

Exemptions: None

[Taxes Due Detail by Year and Jurisdiction](#)

[Payment Information](#)

[Current Tax Statement](#)

[Account History Report](#)

[Payment History Report by Year](#)

[Payment History Report](#)

[Payment History Report \(current year only\)](#)

[Click Here](#) to see your estimated amount due for a future date. You can see this information by year and by both year and jurisdiction.

[Request an Address Correction](#)

Make your check or money order payable to:
JOHN R. AMES, TAX ASSESSOR/COLLECTOR
Dallas County Tax Office
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DALLAS, TEXAS 75313-9066

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Payment History Report by Year

A copy of your report is available by clicking >> [here](#) <<. The report will open in a new window.

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Account No: 991-202-076-30000000

Certified Owner: SUMMIT 6

Run Date: 07/12/2014

Run Time: 19:38:51

Year: 2012

Deposit No.	Rec Type	Remit Seq.	Validation No.	Deposit Date	Receipt Date	Paid Levy	Discount	Penalty	Interest	Collection Fees	Refund	Variance	Total Paid
L12112041837	TL	2012416704	900002018827980	11/20/12	11/19/12	21.04	0.00	0.00	0.00	0.00	0.00	0.00	21.04

Year: 2013

Deposit No.	Rec Type	Remit Seq.	Validation No.	Deposit Date	Receipt Date	Paid Levy	Discount	Penalty	Interest	Collection Fees	Refund	Variance	Total Paid
L13112737781	TL	2013276002	900002020366161	11/27/13	11/26/13	21.04	0.00	0.00	0.00	0.00	0.00	0.00	21.04
Grand Totals :						42.08	0.00	0.00	0.00	0.00	0.00	0.00	42.08

Case: 15-101

PAYMENT HISTORY BY DEPOSIT

Deposit No.	Payer	Paid Levy	Discount	Penalty	Interest	Coll Fees	Refund	Variance	Total Paid
L12112041837	SUMMIT 6 SUITE 200 4825 GREENVILLE AVE DALLAS , TX 75206-4119	21.04	0.00	0.00	0.00	0.00	0.00	0.00	21.04
L13112737781	SUMMIT 6 SUITE 200 4825 GREENVILLE AVE DALLAS , TX 75206-4119	21.04	0.00	0.00	0.00	0.00	0.00	0.00	21.04
Grand Totals for Deposit :		42.08	0.00	0.00	0.00	0.00	0.00	0.00	42.08

Document: 2-3

Page: 338

Filed: 10/23/2014

Exhibit E

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC,

Plaintiff,

V.

**HTC CORPORATION,
HTC AMERICA, INC.,
LG ELECTRONICS, INC.,
LG ELECTRONICS USA, INC.,
LG ELECTRONICS MOBILECOMM
USA, INC.,
MOTOROLA MOBILITY LLC,
APPLE INC., and
TWITTER INC.,**

Defendants.

CIVIL ACTION NO. 7:14-cv-00014

JURY TRIAL DEMANDED

PLAINTIFF SUMMIT 6 LLC'S INITIAL DISCLOSURES

Pursuant to Federal Rule of Civil Procedure 26(a)(1), Plaintiff Summit 6 LLC (“Summit 6”) hereby serves its Initial Disclosures.

These Initial Disclosures are based on information reasonably available to Summit 6 at this time. Summit 6 may amend or supplement these disclosures based on its continuing investigations and discovery. Summit 6 reserves the right to object to the production and/or introduction into evidence of these disclosures, and/or any documents within the categories described below or testimony by any of the disclosed witnesses on the basis of competency, privilege, relevancy, materiality, hearsay, undue burden, or any other proper ground for objection.

United States Patent No. 6,895,557 is referred to herein as “the ’557 Patent.” United States Patent No. 7,765,482 is referred to herein as “the ’482 Patent.” United States Patent No.

8,612,515 is referred to herein as “the ’515 Patent.” The ’482 Patent, the ’557 Patent, and the ’515 Patent are collectively referred to herein as the “Patents” or the “Patents in-Suit.”

I. Disclosure of Persons

Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(i), Summit 6 discloses the following persons, reserving the right to supplement:

Name	Address and Telephone Number, if known	Subject Matter
Scott Lewis	c/o McKool Smith, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Managing Director of Summit 6; Summit 6 Board of Managers Member; Co-Inventor for the Patents-in-Suit; conception and reduction to practice of the inventions claimed in the Patents; licensing and value of the Patents-in-Suit; historical and background information regarding the patented inventions and regarding digital content distribution; assignments of the Patents-in-Suit; and Summit 6’s corporate structure. Knowledge relating to the formation of Summit 6 and protection of the rights provided by the Patents-in-Suit
Lisa Wood	c/o McKool Smith, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Co-Inventor for the Patents-in-Suit; conception and reduction to practice of the inventions claimed in the Patents; historical and background information regarding the patented inventions and regarding digital content distribution
Robin Fried	Prague, Czech Republic	Co-Inventor for the Patents-in-Suit; conception and reduction to practice of the inventions

		claimed in the Patents
Sarah Pate	c/o McKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Managing Director of Summit 6; Summit 6 Board of Managers Member; licensing and value of the Patents-in-Suit; historical and background information regarding the patented inventions and regarding digital content distribution; assignments of the Patents-in-Suit; reduction to practice of the inventions claimed in the Patents; and Summit 6's corporate structure. Knowledge relating to the formation of Summit 6 and protection of the rights provided by the Patents-in-Suit
Scott Wilson	c/o McKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Summit 6 Board of Managers Member; knowledge relating to the formation of Summit 6 and protection of the rights provided by the Patents-in-Suit
Peter Yoakum	c/o McKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Former Summit 6 Board of Managers Member; knowledge relating to the formation of Summit 6 and protection of the rights provided by the Patents-in-Suit
Gordon Gardiner	c/o McKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Summit 6 Board of Managers Member; knowledge relating to the formation of Summit 6 and protection of the rights provided by the Patents-in-Suit
Laban P. Jackson, Jr.	c/o McKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Summit 6 Board of Managers Member; knowledge relating to the formation of Summit 6 and protection of the rights provided by the Patents-in-Suit
Corporate representative(s)	c/o	HTC's technical details,

and/or employee(s) of HTC entities	McDERMOTT WILL & EMERY LLP 275 Middlefield Road, Suite 100 Menlo Park, California 94025-4004 Telephone: +1 650 815 7400 Facsimile: +1 650 815 7401	marketing, sales, and financial information regarding the accused products.
Corporate representative(s) and/or employee(s) of LG entities	c/o ORRICK HERRINGTON & SUTCLIFFE LLP Columbia Center 1152 15th Street, N.W. Washington, D.C. 20005-1706 Tel.: (202) 339-8400 Fax: (202) 339-8500	LG's technical details, marketing, sales, and financial information regarding the accused products.
Corporate representative(s) and/or employee(s) of Motorola Mobility LLC	c/o KILPATRICK TOWNSEND & STOCKTON LLP Eighth Floor Two Embarcadero Center San Francisco, CA 94111 (415) 273-4713	Motorola Mobility LLC's technical details, marketing, sales, and financial information regarding the accused products.
Corporate representative(s) and/or employee(s) of Apple Inc.	c/o JONES DAY 2727 North Harwood Street Dallas, TX 75201-1515 Telephone: (214) 220-3939 Facsimile: (214) 969-5100	Apple Inc.'s technical details, marketing, sales, and financial information regarding the accused products.
Corporate representative(s) and/or employee(s) of Twitter Inc.	c/o KEKER & VAN NEST LLP 633 Battery Street San Francisco, CA 94111-1809 Telephone: 415 391 5400 Facsimile: 415 397 7188	Twitter Inc.'s technical details, marketing, sales, and financial information regarding the accused products.

Summit 6 also reserves the right to depose, examine, and/or call to testify at trial or at any hearing any persons disclosed by any other party to this litigation and, in addition, to present testimony at trial or any hearing from any persons deposed by any party during this litigation.

II. Disclosure of Documents

Pursuant to Rule 26(a)(1)(A)(ii), Summit 6 discloses that the following categories of documents (including electronically stored information (ESI)) and tangible things are believed to be in Summit 6's possession, custody or control and may be used to support its claims and defenses: (1) The Patents-in-Suit; (2) File histories for the Patents-in-Suit; (3) Documents to be produced pursuant to Miscellaneous Order No. 62, ¶ 3-2; (4) Documents and things describing and evidencing the formation of Summit 6; (5) Technical information regarding products sold by predecessor companies to Summit 6; (6) Documents pertaining to the operations of Summit 6 and predecessor companies; (7) Documents relating to the ownership of the Patents-in-Suit; and (8) Licensing documents related to the Patent-in-Suit. These documents are located primarily at the offices of Summit 6, in Dallas, TX and at the offices of Summit 6's outside counsel in Dallas, TX.

To the extent such documents exist, are in the possession of Summit 6, are not subject to any claim of privilege or work product, and are reasonably available for production, Summit 6 will make such documents available to Defendants, subject to objections pursuant to Fed. R. Civ. P. 34 and after a protective order has been entered in the case. Summit 6's document collection efforts are ongoing and Summit 6 reserves its right to produce additional documents, if any, once they are located and collected.

III. Computation of Damages

Discovery (expert or fact) has not yet begun in this action. Summit 6 will likely rely upon its expert's testimony regarding the calculation of damages. However, Summit 6 believes that damages at law and in equity are appropriate in this matter and should be not less than a

reasonable royalty, along with enhanced damages pursuant to 35 U.S.C. § 284, attorneys' fees, expenses, and costs.

IV. Insurance Agreements

Pursuant to Rule 26(a)(1)(A)(iv), Summit 6 discloses that it is not aware of any insurance agreements that pertain to issues identified in the pleadings to this action.

Dated: June 9, 2014

Respectfully submitted,

McKool Smith P.C.

s/ Richard A. Kamprath

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Telecopier: (214) 888-4849

**ATTORNEYS FOR PLAINTIFF
SUMMIT 6 LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that counsel of record for all parties to this action have been served with a true and correct copy of the foregoing by email.

s/ Richard A. Kamprath

Richard A. Kamprath

Exhibit F

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC,

Plaintiff,

V.

**HTC CORPORATION,
HTC AMERICA, INC.,
LG ELECTRONICS, INC.,
LG ELECTRONICS USA, INC.,
LG ELECTRONICS MOBILECOMM
USA, INC.,
MOTOROLA MOBILITY LLC,
APPLE INC., and
TWITTER, INC.,**

Defendants.

CIVIL ACTION

No. 7:14-cv-00014

JURY TRIAL DEMANDED

APPLE INC.'S INITIAL DISCLOSURES

Pursuant to the Court’s Order Requiring Scheduling Conference and Fed. R. Civ. P. 26(a)(1), Defendant Apple Inc. (“Apple”) makes the following Initial Disclosures based upon information presently available to Apple. Apple notes that its investigation is ongoing, and reserves the right to update these Initial Disclosures as its investigation progresses.

A. Individuals Likely to Have Discoverable Information Supporting Apple's Defenses

1. Justin Wood.

Justin Wood is an Engineering Manager for iMessages at Apple who has knowledge of the design and operation of some of the accused products and services, including iMessage, MMS messages, and related APIs. Mr. Wood can be contacted through Jones Day.

2. Guy Fullerton.

Guy Fullerton is a Senior Staff Engineer in the iOS Productivity group at Apple who has knowledge of the design and operation of some of the accused products and services, including sharing options accessible without an app and related APIs. Mr. Fullerton can be contacted through Jones Day.

3. Gokul Thirumalai.

Gokul Thirumalai is an Engineering Manager for Push Notification System and iMessage Delivery at Apple who has knowledge of the design and operation of some of the accused products and services, including iMessages. Mr. Thirumalai can be contacted through Jones Day.

4. Mark Buckley.

Mark Buckley is a Finance Manager who has knowledge of Apple's finances as they may relate to Summit 6's claims for damages in this action. Mr. Buckley can be contacted through Jones Day.

5. Lisa T. Wood.

Ms. Wood is listed as an inventor on U.S. Pat. Nos. 6,895,557; 7,765,482; and 8,612,515 ("Asserted Patents"). Ms. Wood may have knowledge concerning the conception, reduction to practice, and inventorship of the purported invention claimed in the Asserted Patents; the preparation and prosecution of the patent applications that resulted in the Asserted Patents; any patents or patent applications related to the Asserted Patents; prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity

related to the Asserted Patents; the relationships between her and Summit 6, LLC (“Summit 6”); any knowledge of Apple’s technology; PictureWorks’ relationship with Apple; and any financial interests she has in the Asserted Patents or this litigation. Ms. Wood can be contacted through Summit 6.

6. Scott M. Lewis.

Mr. Lewis is listed as an inventor on the Asserted Patents. Mr. Lewis may have knowledge concerning the conception, reduction to practice, and inventorship of the purported invention claimed in the Asserted Patents; the preparation and prosecution of the patent applications that resulted in the Asserted Patents; any patents or patent applications related to the Asserted Patents; prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; the decision to sue Apple; the relationships between him and Summit 6; any knowledge of Apple’s technology; PictureWorks’ relationship with Apple; and any financial interests he has in the Asserted Patents or this litigation. Mr. Lewis can be contacted through Summit 6.

7. Robin T. Fried.

Ms. Fried is listed as an inventor on the Asserted Patents. Ms. Fried may have knowledge concerning the conception, reduction to practice, and inventorship of the purported invention claimed in the Asserted Patents; the preparation and prosecution of the patent applications that resulted in the Asserted Patents; any patents or patent applications related to the Asserted Patents; prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents;

products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; the relationships between her and Summit 6; any knowledge of Apple's technology; PictureWorks' relationship with Apple; and any financial interests she has in the Asserted Patents or this litigation. Ms. Fried can be contacted through Summit 6.

8. Scott F. Wilson.

Mr. Wilson is a Managing Director of Summit 6 and founder of Swiftsure Capital. Mr. Wilson was part of the team that performed due diligence on Point2 Technologies, Inc. ("Point2")'s photo upload facility, a piece of prior art. Mr. Wilson may have knowledge concerning the alleged invention and patenting of the Asserted Patents; ownership of the Asserted Patents; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or disclosure of any alleged invention in the Asserted Patents or any embodiments thereof; analyses of or concerning the Asserted Patents; prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; factual basis of Summit 6's claims and defenses; the location of any documents relevant to any of Apple's claims or defenses; the decision to sue Apple; the relationships between him and Summit 6; any knowledge of Apple's technology; PictureWorks' relationship with Apple; and any financial interests he has in the Asserted Patents or this litigation. Mr. Wilson can be contacted through McKool Smith.

9. Sarah Pate.

Ms. Pate is a Managing director of Summit 6, former CEO of AdMission Corporation (“AdMission”), and former COO/CFO of PictureWorks Technology, Inc. (“PictureWorks”). Ms. Pate may have knowledge concerning the alleged invention and patenting of the Asserted Patents; ownership of the Asserted Patents; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or disclosure of any alleged invention in the Asserted Patents or any embodiments thereof; analyses of or concerning the Asserted Patents; prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; factual basis of Summit 6’s claims and defenses; the location of any documents relevant to any of Apple’s claims or defenses; the decision to sue Apple; the relationships between her and Summit 6; any knowledge of Apple’s technology; PictureWorks’ relationship with Apple; and any financial interests she has in the Asserted Patents or this litigation. Ms. Pate can be contacted through McKool Smith.

10. Peter Yoakum.

Mr. Yoakum is a former AdMission board member and former managing partner at Swiftsure Capital. Mr. Yoakum also performed due diligence on Point2’s photo upload facility and concluded that its public disclosure had endangered the ’557 patent. Mr. Yoakum may have knowledge concerning the alleged invention and patenting of the Asserted Patents; ownership of the Asserted Patents; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or disclosure of any alleged invention in

the Asserted Patents or any embodiments thereof; analyses of or concerning Asserted Patents; prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; factual basis of Summit 6's claims and defenses; the location of any documents relevant to any of Apple's claims or defenses; the relationships between him and Summit 6; and any financial interests he has in the Asserted Patents or this litigation. Mr. Yoakum can be contacted through McKool Smith.

11. **Terrell Anderson.**

Mr. Anderson was a Vice President of PictureWorks in or about November, 1998. Mr. Anderson may have knowledge concerning prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; the relationships between him and PictureWorks, AdMission or Summit 6; any knowledge of Apple's technology; PictureWorks' relationship with Apple; and any financial interests he has in the Asserted Patents or this litigation. Mr. Anderson, on information and belief, can be contacted at Kabongo, Inc. 5801 Christie Avenue Suite 470 Emeryville, CA 94608.

12. **Point2.**

Persons within Point2 may have knowledge concerning prior art relevant to the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; the relationships between it and Summit 6; and any financial interests it has in the Asserted Patents

or this litigation. Point2 is believed to be located at 500-3301 8th Street East Saskatoon, SK S7H 5K5, Canada.

13. Internet Pictures Corp. (“iPIX”).

Persons within iPIX may have knowledge concerning prior art relevant to the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; the relationships between it and Summit 6; and any financial interests it has in the Asserted Patents or this litigation. On information and belief, iPIX can be contacted at: Reston Executive Center 12120 Sunset Hills Road Reston, VA 20190.

14. Summit 6.

Persons within Summit 6 may have knowledge concerning the alleged invention and patenting of the Asserted Patents; ownership of the Asserted Patents; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or disclosure of any alleged invention in the Asserted Patents or any embodiments thereof; analyses of or concerning Asserted Patents; prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; licensing of the Asserted Patents and any related or comparable patents; factual basis of Summit 6’s claims and defenses; the location of any documents relevant to any of Apple’s claims or defenses; the decision to sue Apple; any knowledge of Apple’s technology; PictureWorks’ relationship with Apple; and any financial interests it has in the Asserted Patents or this litigation. Summit 6 can be contacted through McKool Smith.

15. Persons involved in the preparation and prosecution of the patent applications related to the Asserted Patents.

16. Persons from Twitter that Apple has yet to identify that have knowledge as to specific Twitter-related features and functionality of the accused instrumentalities that Summit 6 contends infringes the Asserted Patents.

17. Persons from wireless carriers that Apple has yet to identify that have knowledge as to the transmission restrictions and requirements related to specific features and functionality of the accused instrumentalities that Summit 6 contends infringes the Asserted Patents.

18. Persons identified in, or otherwise involved in, prior litigation on certain of the Asserted Patents, namely *Summit 6 LLC v. Research in Motion Corporation, et al.*, Case No. 3:11-cv-00367-O (N.D. Tex. Feb. 23, 2011) that have relevant information regarding Apples' claims and defenses in the present matter.

In addition to the individuals identified above, the following individuals may have discoverable information: (i) persons identified in Summit 6's initial disclosures or any supplementations or amendments thereto; (ii) persons identified in the initial disclosures or any supplementations or amendments thereto of any co-defendant in this matter; and (iii) other individuals with relevant knowledge currently or previously at Summit 6.

B. Description of Category and Location of Documents

Though its investigation remains ongoing, Apple identifies the following categories and locations of documents, data compilations and tangible things in its possession, custody or control that Apple may use to support its defenses, unless solely for impeachment:

1. U.S. Patent No. 6,895,557 ('557 Patent) and its file history;
2. Prior art to the '557 Patent;

3. U.S. Patent No. 7,765,482 ('482 Patent) and its file history;
4. Prior art to the '482 Patent;
5. U.S. Patent No. 8,612,515 ('515 Patent) and its file history;
6. Prior art to the '515 Patent;
7. Ex Parte Reexamination 90/012,987 for Claims 38, 40, 44-46 and 49 of the '482 Patent;
8. Documents relating to the structure and operation of the specific features and functionality of the accused instrumentalities that Summit 6 contends infringes the Asserted Patents;
9. Financial, sales and marketing information relating to the instrumentalities accused of infringement;
10. Additional documents relating to the instrumentalities accused of infringement that will become apparent after plaintiff provides its infringement contentions.

The foregoing documents are located in Apple's offices or in the offices of Apple's counsel in this case. Such documents may also be in the possession, custody or control of third parties. Apple's search for documents and things that it may use to support its claims and defenses is ongoing, and Apple reserves its right to supplement this disclosure pursuant to Fed. R. Civ. P. 26(e).

C. Damages

Apple has not asserted a claim for damages.

D. Insurance Policy

All applicable insurance policies, if any, will be made available for inspection and copying upon request at a mutually agreed time and place.

Dated: June 9, 2014

Respectfully submitted,

JONES DAY

/s/ Hilda C. Galvan

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Facsimile: (949) 553-7539

Attorneys for Defendant APPLE INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the counsels of record are being served this 9th day of June, 2014, with a copy of this document via electronic mail.

/s/ Douglas L. Clark
Douglas L. Clark

Exhibit G

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC,

Plaintiff,

v.

HTC CORPORATION, HTC AMERICA,
INC., LG ELECTRONICS INC., LG
ELECTRONICS USA, INC., LG
ELECTRONICS MOBILECOMM USA,
INC., MOTOROLA MOBILITY LLC,
APPLE INC., and TWITTER, INC.,

Defendants.

Case Action No. 7:14-cv-00014-O

TWITTER, INC.'S INITIAL DISCLOSURES

Pursuant to Federal Rule of Civil Procedure 26(a)(1), Defendant Twitter, Inc. (“Twitter”) makes the following Initial Disclosures. These disclosures represent an initial account of the information currently available, and Twitter reserves the right to supplement as additional information becomes available. By making these disclosures, Twitter does not represent that it is identifying every document, tangible thing, or witness possibly relevant to this lawsuit. Moreover, because Twitter has not completed its investigation of the case, it is likely that some individuals listed herein may not in fact possess significant information regarding the issues involved in this litigation, or may have knowledge that is duplicative of knowledge possessed by others. Twitter makes these initial disclosures without prejudice to its right to supplement, amend, or modify these disclosures as discovery continues, and to produce, during discovery or at trial, additional information, documents, data compilations, or tangible things that are subsequently (a) discovered; (b) determined to be relevant; or (c) discovered to have been omitted from these disclosures. Twitter does not waive its right to object to the production of any document or tangible thing disclosed herein on the basis of any privilege, the work-product doctrine, relevance, undue burden, or any other valid objection.

A. Individuals

In accordance with Federal Rule of Civil Procedure 26(a)(1)(A)(i), Twitter identifies the individuals it presently has reason to believe are likely to have discoverable information that Twitter may use to support its claims and defenses. To the extent that Twitter intends to rely on expert witnesses, those individuals will be identified prior to trial in accordance with the schedule set by the Court. All current and former Twitter employees should be contacted only through Twitter's counsel of record in this matter.

1. Terrell Anderson.

Mr. Anderson was a Vice President of PictureWorks Technology, Inc. ("PictureWorks") in or about November 1998. Mr. Anderson may have knowledge concerning prior art relevant to U.S. Patents Nos. 6,895,557; 7,765,482; and 8,612,515 (the "patents-in-suit"); the alleged infringement of the patents-in-suit by the accused products and services; the chain of ownership interest in the patents-in-suit; products or programs allegedly embodying the purported invention disclosed in the patents-in-suit; any licensing or other commercial activity related to the patents-in-suit; the relationships between himself and PictureWorks, AdMission Corporation ("AdMission"), or Summit 6 LLC ("Summit 6"); and any financial interests he has in the patents-in-suit or this litigation. Mr. Anderson, on information and belief, can be contacted at Kabongo, Inc., 5801 Christie Avenue, Suite 470, Emeryville, CA 94608.

2. Robin T. Fried

Ms. Fried is listed as an inventor on the patents-in-suit. Ms. Fried may have knowledge concerning the conception, reduction to practice, and inventorship of the purported invention claimed in the patents-in-suit; the preparation and prosecution of the patent applications that resulted in the patents-in-suit; any patents or patent applications related to the patents-in-suit; prior art relevant to the patents-in-suit; the alleged infringement of the patents-in-suit by the accused products and services; the chain of ownership interest in the patents-in-suit; products or programs allegedly embodying the purported invention disclosed in the patents-in-suit; any licensing or other commercial activity related to the patents-in-suit; the relationships between

herself and Summit 6; and any financial interests she has in the patents-in-suit or this litigation. Ms. Fried may be contacted through McKool Smith, P.C., 300 Crescent Court, Suite 1500, Dallas, Texas 75201; (214) 978-4000.

3. Gordon Gardiner

Mr. Gardiner is a member of Summit 6's Board of Managers and may have knowledge concerning the alleged invention and patenting of the patents-in-suit; ownership of the patents-in-suit; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or disclosure of any alleged invention in the patents-in-suit or any embodiments thereof; analyses of or concerning the patents-in-suit; prior art relevant to the patents-in-suit; the alleged infringement of the patents-in-suit by the accused products and services; the chain of ownership interest in the patents-in-suit; products or programs allegedly embodying the purported invention disclosed in the patents-in-suit; any licensing or other commercial activity related to the patents-in-suit; the factual basis for Summit 6's claims and defenses; the location of any documents relevant to any of Twitter's claims or defenses; the decision to sue Twitter; the relationships between himself and Summit 6; and any financial interests he has in the patents-in-suit or this litigation. Mr. Gardiner can be contacted through McKool Smith, P.C., 300 Crescent Court, Suite 1500, Dallas, TX 75201; (214) 978-4000.

4. Marcus Hanson

Marcus Hanson is a Manager, Software Engineering, in Twitter's Mobile Messaging Team who has knowledge of the design and operation of Twitter's mobile messaging features. Mr. Hanson may be contacted through Keker & Van Nest LLP, 633 Battery St., San Francisco, CA 94111; (415) 391-5400.

5. Laban Jackson

Mr. Jackson is a member of Summit 6's Board of Managers and may have knowledge concerning the alleged invention and patenting of the patents-in-suit; ownership of the patents-in-suit; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or disclosure of any alleged invention in the patents-in-suit or

any embodiments thereof; analyses of or concerning the patents-in-suit; prior art relevant to the patents-in-suit; the alleged infringement of the patents-in-suit by the accused products and services; the chain of ownership interest in the patents-in-suit; products or programs allegedly embodying the purported invention disclosed in the patents-in-suit; any licensing or other commercial activity related to the patents-in-suit; the factual basis for Summit 6's claims and defenses; the location of any documents relevant to any of Twitter's claims or defenses; the decision to sue Twitter; the relationships between himself and Summit 6; and any financial interests he has in the patents-in-suit or this litigation. Mr. Jackson can be contacted through McKool Smith, P.C., 300 Crescent Court, Suite 1500, Dallas, Texas 75201; (214) 978-4000.

6. Matt Lewis

Matt Lewis is a Manager, Software Engineering, in Twitter's Photos Team who has knowledge of the design and operation of Twitter's photo features. Mr. Lewis may be contacted through Keker & Van Nest LLP, 633 Battery St., San Francisco, CA 94111; (415) 391-5400.

7. Scott M. Lewis

Mr. Lewis is a Managing Director of Summit 6 and is listed as an inventor on the patents-in-suit. Mr. Lewis may have knowledge concerning the conception, reduction to practice, and inventorship of the purported invention claimed in the patents-in-suit; the preparation and prosecution of the patent applications that resulted in the patents-in-suit; any patents or patent applications related to the patents-in-suit; prior art relevant to the patents-in-suit; the alleged infringement of the patents-in-suit by the accused products and services; the chain of ownership interest in the patents-in-suit; products or programs allegedly embodying the purported invention disclosed in the patents-in-suit; any licensing or other commercial activity related to the patents-in-suit; the relationship between himself and Summit 6; and any financial interests he has in the patents-in-suit or this litigation. Mr. Lewis may be contacted through McKool Smith, P.C., 300 Crescent Court, Suite 1500, Dallas, Texas 75201; (214) 978-4000.

8. Sarah Pate

Ms. Pate is a Managing Director of Summit 6, a member of Summit 6's Board of Managers, former CEO of AdMission, and former COO/CFO of PictureWorks. Ms. Pate may have knowledge concerning the alleged invention and patenting of the patents-in-suit; ownership of the patents-in-suit; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or disclosure of any alleged invention in the patents-in-suit or any embodiments thereof; analyses of or concerning the patents-in-suit; prior art relevant to the patents-in-suit; the alleged infringement of the patents-in-suit by the accused products and services; the chain of ownership interest in the patents-in-suit; products or programs allegedly embodying the purported invention disclosed in the patents-in-suit; any licensing or other commercial activity related to the patents-in-suit; factual basis for Summit 6's claims and defenses; the location of any documents relevant to any of Twitter's claims or defenses; the decision to sue Twitter; the relationships between herself and Summit 6; and any financial interests she has in the patents-in-suit or this litigation. Ms. Pate can be contacted through McKool Smith, P.C., 300 Crescent Court, Suite 1500, Dallas, Texas 75201; (214) 978-4000.

9. Point2 Technologies, Inc. ("Point2")

Persons within Point2 may have knowledge concerning prior art relevant to the patents-in-suit; products or programs allegedly embodying the purported invention disclosed in the patents-in-suit; any licensing or other commercial activity related to the patents-in-suit; the relationships between Point2 and Summit 6; and any financial interests it has in the patents-in-suit or this litigation. Point2 is believed to be located at 500-3301 8th Street East, Saskatoon, SK S7H 5K5, Canada.

10. Summit 6 LLC

Persons within Summit 6 may have knowledge concerning the alleged invention and patenting of the patents-in-suit; ownership of the patents-in-suit; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or

disclosure of any alleged invention in the patents-in-suit or any embodiments thereof; analyses of or concerning the patents-in-suit; prior art relevant to the patents-in-suit; the alleged infringement of the patents-in-suit by the accused products and services; the chain of ownership interest in the patents-in-suit; products or programs allegedly embodying the purported invention disclosed in the patents-in-suit; licensing of the patents-in-suit and any related or comparable patents; the factual basis for Summit 6's claims and defenses; the location of any documents relevant to any of Twitter's claims or defenses; the decision to sue Twitter; and any financial interests it has in the patents-in-suit or this litigation. Summit 6 can be contacted through McKool Smith, P.C., 300 Crescent Court, Suite 1500, Dallas, Texas 75201; (214) 978-4000.

11. Scott F. Wilson

Mr. Wilson is a Managing Director of Summit 6 and founder of Swiftsure Capital. Mr. Wilson was part of a team that performed due diligence on Point2's photo upload facility, a piece of prior art. Mr. Wilson may have knowledge concerning the alleged invention and patenting of the patents-in-suit; ownership of the patents-in-suit; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or disclosure of any alleged invention in the patents-in-suit or any embodiments thereof; analyses of or concerning the patents-in-suit; prior art relevant to the patents-in-suit; the alleged infringement of the patents-in-suit by the accused products and services; the chain of ownership interest in the patents-in-suit; products or programs allegedly embodying the purported invention disclosed in the patents-in-suit; any licensing or other commercial activity related to the patents-in-suit; the factual basis for Summit 6's claims and defenses; the location of any documents relevant to any of Twitter's claims or defenses; the decision to sue Twitter; the relationships between himself and Summit 6; and any financial interests he has in the patents-in-suit or this litigation. Mr. Wilson can be contacted through McKool Smith, P.C., 300 Crescent Court, Suite 1500, Dallas, Texas 75201; (214) 978-4000.

12. Lisa T. Wood

Ms. Wood is listed as an inventor on the patents-in-suit. Ms. Wood may have knowledge concerning the conception, reduction to practice, and inventorship of the purported invention claimed in the patents-in-suit; the preparation and prosecution of the patent applications that resulted in the patents-in-suit; any patents or patent applications related to the patents-in-suit; prior art relevant to the patents-in-suit; the alleged infringement of the patents-in-suit by the accused products and services; the chain of ownership interest in the patents-in-suit; products or programs allegedly embodying the purported invention disclosed in the patents-in-suit; any licensing or other commercial activity related to the patents-in-suit; the relationships between herself and Summit 6; and any financial interests she has in the patents-in-suit or this litigation. Ms. Wood may be contacted through McKool Smith, P.C., 300 Crescent Court, Suite 1500, Dallas, Texas 75201; (214) 978-4000.

13. Peter Yoakum

Mr. Yoakum is a former member of Summit 6's Board of Managers and a former managing partner at Swiftsure Capital. Mr. Yoakum also performed due diligence on Point2's photo upload facility, a piece of prior art. Mr. Yoakum may have knowledge concerning the alleged invention and patenting of the patents-in-suit; ownership of the patents-in-suit; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or disclosure of any alleged invention in the patents-in-suit or any embodiments thereof; analyses of or concerning the patents-in-suit; prior art relevant to the patents-in-suit; the alleged infringement of the patents-in-suit by the accused products and services; the chain of ownership interest in the patents-in-suit; products or programs allegedly embodying the purported invention disclosed in the patents-in-suit; any licensing or other commercial activity related to the patents-in-suit; the factual basis for Summit 6's claims and defenses; the location of any documents relevant to any of Twitter's claims or defenses; the decision to sue Twitter; the relationships between himself and Summit 6; and any financial

interests he has in the patents-in-suit or this litigation. Mr. Yoakum can be contacted through McKool Smith, P.C., 300 Crescent Court, Suite 1500, Dallas, Texas 75201; (214) 978-4000.

14. Persons involved in the preparation and prosecution of the patent applications related to the patents-in-suit.

15. Persons from wireless carriers Twitter has yet to identify who have knowledge of the transmission restrictions and requirements related to specific features and functionality of the accused instrumentalities that Summit 6 contends infringe the patents-in-suit.

16. Persons identified in, or otherwise involved in, prior litigation regarding certain of the patents-in-suit, namely *Summit 6 LLC v. Research in Motion Corporation, et al*, Case No. 3:11-cv-00367-O (N.D. Tex. Feb. 23, 2011), who have relevant information regarding Twitter's claims and defenses in the present matter.

In addition to the individuals identified above, the following individuals may have discoverable information: (i) persons identified in any supplementations or amendments to Summit 6's initial disclosures; (ii) persons identified in the initial disclosures of any co-defendant in this matter or in any supplementations or amendments thereto; (iii) persons identified in prior-art references and in documents regarding the prior art; (iv) other individuals with relevant knowledge currently or previously at Summit 6; and (v) other individuals not specifically known to Twitter at this time who may possess relevant information, particularly information related to the non-infringement and/or invalidity of the patents-in-suit.

B. Category and Location of Documents

Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(ii), Twitter identifies categories of documents, electronically stored information, and tangible things in its possession, custody, or control that it may use to support its claims and defenses based on information now known by Twitter (unless such use likely would be solely for impeachment). The following categories constitute Twitter's good-faith effort to identify documents that may support its claims or defenses to the extent that such documents can be or have been identified at this early stage in

the litigation. Twitter reserves the right to identify additional documents and to object to the production of any documents described herein on any basis permitted under the Federal Rules of Civil Procedure and any other applicable law or privilege.

1. U.S. Patent No. 6,895,557 (“the ’557 Patent”) and its file history.
2. Prior art to the ’557 Patent.
3. U.S. Patent No. 7,765,482 (“the ’482 Patent”) and its file history.
4. Prior art to the ’482 Patent.
5. U.S. Patent No. 8,612,515 (“the ’515 Patent”) and its file history.
6. Prior art to the ’515 Patent.
7. Documents relating to Ex Parte Reexamination 90/012,987 for claims 38, 40, 44-46 and 49 of the ’482 Patent.
8. Documents relating to the structure and operation of the specific features and functionality of the accused products and services Summit 6 contends infringe the patents-in-suit.
9. Twitter’s business records regarding the accused products and services.

The foregoing documents are located in Twitter’s offices or in the offices of Twitter’s counsel in this case. Such documents may also be in the possession, custody, or control of third parties. Twitter’s search for documents and things it may use to support its claims and defenses is ongoing, and Twitter reserves its right to supplement this disclosure pursuant to Federal Rule of Civil Procedure 26(e).

C. Computation of Damages

Twitter is not seeking any damages based on its counterclaims at this time, but may seek to recover its reasonable attorneys’ fees and costs to the extent allowable by applicable law.

D. Insurance Policies

Pursuant to Rule 26(a)(1)(A)(iv), Twitter discloses that it is not aware of any insurance policies that pertain to the issues identified in the pleadings to this action.

Respectfully submitted,

KEKER & VAN NEST LLP

Dated: June 20, 2014

By: /s/ David J. Silbert

David J. Silbert *Pro Hac Vice*

Leo L. Lam *Pro Hac Vice*

Julie A. Duncan *Pro Hac Vice*

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brett.govett@nortonrosefulbright.com

Attorneys for Defendant TWITTER, INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 20th day of June, 2014, counsel of record for all parties to this action have been served with a copy of the foregoing by email.

/s/ *Julie A. Duncan*
[Signature]

Exhibit H

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC,

Plaintiff

VS.

**HTC CORPORATION,
HTC AMERICA, INC.,
LG ELECTRONICS, INC.,
LG ELECTRONICS USA, INC.,
LG ELECTRONICS MOBILECOMM
USA, INC.,
MOTOROLA MOBILITY LLC,
APPLE INC., and
TWITTER INC.,**

Defendants.

CIVIL ACTION No. 7:14-cv-00014-O

JURY TRIAL DEMANDED

INITIAL DISCLOSURES OF HTC CORPORATION AND HTC AMERICA, INC.

Defendants HTC Corporation and HTC America, Inc. (collectively, “HTC”) hereby submit the following disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1)(A) and the Local Rules of the United States District Court for the Northern District of Texas. HTC submits these disclosures based upon current knowledge and information that is reasonably known and available to HTC. HTC reserves all rights, consistent with Rule 26(e), to modify or amend these disclosures, and/or to supplement these disclosures by providing discovery, as additional evidence and information becomes available.

HTC makes these disclosures without waiving in any manner the right to object on any basis permitted by law to any discovery request or proceeding involving or related to the subject matter of these disclosures. These disclosures are not intended to, and do not, constitute admissions as to relevance or admissibility of the information disclosed, and are made without any waiver of attorney-client privilege, work-product protection, or any other applicable protection or immunity.

A. Rule 26(a)(1)(A)(i)

HTC’s investigation is ongoing, and HTC reserves the right to identify additional individuals at a later date. In making these disclosures, HTC does not waive their right to object, pursuant to the applicable Local and Federal Rules, to the deposition testimony of any of the individuals listed below. After conducting such inquiry and investigation as is reasonable under the circumstances, HTC believes that the following individuals are likely to have discoverable information relevant to disputed facts. All current and former employees of HTC should be contacted only through HTC’s counsel at McDermott Will and Emery LLP.

Name	Title and Contact Information	Subject
Stephanie Bariault	Vice President of Operations HTC America, Inc. Ms. Bariault is to be contacted solely through HTC's counsel of record.	Knowledgeable about HTC's supply chain planning and customer support for HTC products in the United States. Also generally knowledgeable about the design, marketing, distribution, and sales of HTC products in the United States.
Hsiu-Fen Lai	Director, Cost Analysis HTC Corporation Ms. Lai is to be contacted solely through HTC's counsel of record.	Knowledgeable about the sales and finance of the accused products.
Minfeng Hong	Manager, HTC Mr. Hong is to be contacted solely through HTC's counsel of record.	Knowledgeable about the operation of the accused products.
Google, Inc.	1600 Amphitheatre Parkway, Mountain View, CA 94043	May have information regarding operation of the products accused of infringing the patents-in-suit.
Twitter, Inc.	1355 Market Street, Suite 900, San Francisco, CA 94103	May have information regarding operation of the products accused of infringing the patents-in-suit.
Lisa T. Wood	Named Inventor of the patents-in-suit. 1 Woodside Ct., Danville, CA 94506-1139 (925) 736-0152	May have information regarding the alleged invention(s) claimed in the patents-in-suit, including but not limited to invalidity, unenforceability, prior art, licensing, conception and reduction to practice, effective filing date, prosecution of the patent, research, development, manufacture and testing of embodiments of the alleged invention(s).
Scott M. Lewis	Named Inventor of the patents-in-suit. 24 Diamond Dr., Danville, CA 94526-2425	May have information regarding the alleged invention(s) claimed in the patents-in-suit, including but not limited to invalidity, unenforceability, prior art, licensing, conception and reduction to practice, effective filing date,

Name	Title and Contact Information	Subject
		prosecution of the patent, research, development, manufacture and testing of embodiments of the alleged invention(s).
Robin T. Fried	<p>Named Inventor of the patents-in-suit.</p> <p>69 Niagara Falls Blvd, Buffalo, NY 14214-1216 (716) 832-1882</p>	May have information regarding the alleged invention(s) claimed in the patents-in-suit, including but not limited to invalidity, unenforceability, prior art, licensing, conception and reduction to practice, effective filing date, prosecution of the patent, research, development, manufacture and testing of embodiments of the alleged invention(s).
Minds-Eye-View, Inc.	<p>Successor-in-Interest to the original Assignee of the '557 patent, IPIX Corporation.</p> <p>48 Western Avenue Cohoes, NY 12047</p>	May have information regarding the alleged invention(s) claimed in '557 patent, including but not limited to valuation, invalidity, unenforceability, prior art, licensing, conception and reduction to practice, effective filing date, prosecution of the patent, research, development, manufacture and testing of embodiments of the alleged invention(s).
Don Strickland	President and CEO of PictureWorks Technology (predecessor-in-interest to IPIX Corporation)	May have information regarding the alleged invention(s) claimed in '557 patent, including but not limited to valuation, invalidity, unenforceability, prior art, licensing, conception and reduction to practice, effective filing date, prosecution of the patent, research, development, manufacture and testing of embodiments of the alleged invention(s).
Duane S. Kobayashi	<p>Patent Attorney involved in the prosecution of the patents-in-suit.</p> <p>1325 Murray Downs Way, Reston, Virginia 20194 (703) 437-8000</p>	May have information regarding the prosecution of one or more of the patents-in-suit, including but not limited to invalidity, unenforceability, and prior art.

Name	Title and Contact Information	Subject
Victor C. Moreno	Patent attorney involved in the prosecution of the '557 patent. Johnson & Johnson Ethicon Endo-Surgery, Inc., 4545 Creek Road Cincinnati, OH 45242 (513) 337-7158	May have information regarding the prosecution of one or more of the patents-in-suit, including but not limited to invalidity, unenforceability, and prior art.
Joseph P. O'Malley	Patent attorney involved in the prosecution of the '557 patent. 319 Kensington Way San Francisco, CA 94127 (415) 350-6823	May have information regarding the prosecution of one or more of the patents-in-suit, including but not limited to invalidity, unenforceability, and prior art.
Susan Heminger	Patent agent involved in the prosecution of the '557 patent. Apple Inc. 1 Infinite Loop, MS 40-Pat Cupertino, CA 95014 (408) 862-5906	May have information regarding the prosecution of one or more of the patents-in-suit, including but not limited to invalidity, unenforceability, and prior art.
Sarah Pate	Summit 6 Board Member Contact Information presumably known to Plaintiff.	May have information regarding the alleged invention(s) claimed in the Patents-in-Suit, including but not limited to valuation, invalidity, unenforceability, prior art, licensing, conception and reduction to practice, effective filing date, prosecution of the patent, research, development, manufacture and testing of embodiments of the alleged invention(s).
Peter Yoakum	Summit 6 Board Member Contact Information presumably known to Plaintiff.	May have information regarding the alleged invention(s) claimed in the Patents-in-Suit, including but not limited to valuation, invalidity, unenforceability, prior art, licensing, conception and reduction to practice, effective filing date, prosecution of the patent, research, development, manufacture and testing of embodiments of the

Name	Title and Contact Information	Subject
		alleged invention(s).
Minotaur Media Management LLC	Presumably known to Plaintiff.	May have information regarding potential invalidating prior art relating to one or more of the patents-in-suit.
Point2 Technologies, Inc.	#500 - 3301 8th Street E. Saskatoon, Saskatchewan Canada S7H 5K5	May have information regarding potential invalidating prior art relating to one or more of the patents-in-suit.
Eron Wright	Formerly Chief Architect at Point2 Technologies, Inc., and Named Inventor of U.S. Patent No. 6,721,802.	May have information regarding potential invalidating prior art relating to one or more of the patents-in-suit.
Barry Willick	Formerly President at Point2 Technologies, Inc., and Named Inventor of U.S. Patent No. 6,721,802.	May have information regarding potential invalidating prior art relating to one or more of the patents-in-suit.
Wendell Willick	Named Inventor of U.S. Patent No. 6,721,802.	May have information regarding potential invalidating prior art relating to one or more of the patents-in-suit.
Gordon K. Arnold	Named Inventor of U.S. Patent No. 6,275,848.	May have information regarding potential invalidating prior art relating to one or more of the patents-in-suit.
Shuang Ji	Named Inventor of U.S. Patent No. 5,889,943	May have information regarding potential invalidating prior art relating to one or more of the patents-in-suit.
Eva Chen	Named Inventor of U.S. Patent No. 5,889,943	May have information regarding potential invalidating prior art relating to one or more of the patents-in-suit.
Yung-Chang Liang	Named Inventor of U.S. Patent No. 5,889,943	May have information regarding potential invalidating prior art relating to one or more of the patents-in-suit.

Name	Title and Contact Information	Subject
Warren Tsai	Named Inventor of U.S. Patent No. 5,889,943	May have information regarding potential invalidating prior art relating to one or more of the patents-in-suit.

In addition, HTC incorporates by reference all Initial Disclosures pursuant to Fed. R. Civ. P. 26(e), including all supplemental or amended disclosures, served by any of the parties in this case. HTC also incorporates by reference all persons, including third parties, deposed in this case by Plaintiff or any Defendant.

B. Rule 26(a)(1)(A)(ii)

The following are categories of documents and things that HTC has in its possession, custody, or control that it may use to support its claims and defenses, unless such use would be solely for impeachment. HTC may amend or supplement the disclosures below based upon its continuing investigations and discovery.

1. Documents relating to the identity, structure, function, operation, design, and/or development of the Accused Products, including feature sheets, product requirement documents, source code, advertising, sales, and marketing documents;
2. Documents relating to the Patents-in-Suit, which may include:
 - a. applications related to the Patents-in-Suit (including any continuations, continuations-in-part, divisional applications, or related foreign counterparts) and the prosecution histories for the Patents-in-Suit;
 - b. documents related to the conception and reduction to practice of the subject matter disclosed and claimed in the Patents-in-Suit;

- c. commercial embodiments of the alleged invention(s) claimed in the Patents-in-Suit; and
 - d. prior use of the inventions covered by the Patents-in-Suit;
- 3. Documents relating to the prior art cited during the prosecution of the Patents-in-Suit, and other prior art related to the Patents-in-Suit;
 - 4. Documents relating to the chain of title and encumbrances or prior licenses to the Patents-in-Suit;

Documents may be located in HTC's offices, including but not limited to offices in Taoyuan, Taiwan and Bellevue, Washington, and the offices of McDermott, Will & Emery. Other documents relevant to the action may be found in the possession of third-party suppliers.

C. Rule 26(a) (1)(A)(iii)

HTC claims that it is entitled to its attorney's fees and costs, which cannot be calculated until the conclusion of this litigation.

D. Rule 26(a)(1)(A)(iv)

HTC identifies suppliers to HTC who may provide some or all components accused of infringement.

Dated: June 20, 2014

Respectfully submitted,

/s/ Philip Ou

Yar R. Chaikovsky (*admitted*)
Mashhood Rassam (*pro hac vice*)
Bryan K. James (*pro hac vice*)
Philip Ou (*pro hac vice*)
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Attorneys for Defendants
HTC Corporation and HTC America, Inc.

CERTIFICATE OF SERVICE

I, C. Daniel Treviño, hereby certify that on June 20, 2014, I caused a true and correct copy of the foregoing document to be served on the following counsel in the manner indicated:

BY EMAIL:

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Attorneys for Plaintiff Summit 6 LLC

/s/C. Daniel Treviño

C. Daniel Trevino

Exhibit I

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 7:14-CV-00014-O
	§	
HTC CORPORATION, HTC AMERICA,	§	
INC., LG ELECTRONICS, INC., LG	§	
ELECTRONICS USA, INC., LG	§	
ELECTRONICS MOBILECOMM USA,	§	
INC., MOTOROLA MOBILITY LLC,	§	
APPLE, INC. AND TWITTER, INC.,	§	
	§	
Defendant.	§	

INITIAL DISCLOSURES OF DEFENDANT MOTOROLA MOBILITY LLC

Pursuant to Fed. R. Civ. P. 26(a)(1), Defendant MOTOROLA MOBILITY LLC (“Motorola”) provides the following initial disclosures to Plaintiff SUMMIT 6 LLC (“Summit 6”). These initial disclosures are made based on information that is reasonably available to Motorola at this time and at this stage of the proceedings. As additional information becomes available, Motorola reserves the right to supplement these initial disclosures and/or to use documents not described herein.

United States Patent No. 7,765,482 is referred to herein as “the ’482 Patent.” United States Patent No. 8,612,515 is referred to herein as “the ’515 Patent.” United States Patent No. 6,895,557 – which is not currently asserted against Motorola -- is referred to herein as “the ’557 Patent.” The ’482 Patent, the ’557 Patent, and the ’515 Patent are collectively referred to herein as the “Patents” or the “Patents in-Suit.”

As used herein, “Accused Functionality” refers to the functionality identified in Summit 6’s complaint, including the Motorola MMS Application, including its MMS functionality;

Motorola's Messaging-related APIs; the integrated Twitter content upload functionality; and the MMS-to-Twitter functionality.

As used herein, "Motorola Accused Products" refers to the products identified in Summit 6's complaint as allegedly infringing the '482 and '515 patents, including: Moto X, Moto G, Droid Maxx, Droid Ultra, Droid Mini, Moto X Developer Edition (GSM Networks), Moto X Developer Edition Verizon, Droid Maxx Developer Edition, Droid Razr M, Droid Razr Maxx HD, Motorola Photon Q 4G LTE (the "Accused Products").

I. Individuals Likely To Have Discoverable Information (Fed. R. Civ. P. 26(a)(1)(A)(i))

Motorola provides the following list of individuals likely to have discoverable information that Motorola may use to support its claims or defenses, identifies the subjects of the information, and provides, when possible, the last known address of the individuals.

Name	Contact Information	Connection to Case & Knowledge
Naveen Aerrabotu	c/o Bonnie M. Grant Kilpatrick Townsend LLP 1100 Peachtree Street; Suite 2800 Atlanta, Georgia 30309 (404) 815-6500 bgrant@kilpatricktownsend.com	Motorola employee; Design/operation of the Accused Functionality within the Motorola Accused Products
Jason Tsuyemura	c/o Bonnie M. Grant Kilpatrick Townsend LLP 1100 Peachtree Street; Suite 2800 Atlanta, Georgia 30309 (404) 815-6500 bgrant@kilpatricktownsend.com	Motorola employee; Knowledge regarding the dissemination and loading of Android source code on the Accused Products.
Andy Koziol	c/o Bonnie M. Grant Kilpatrick Townsend LLP 1100 Peachtree Street; Suite 2800 Atlanta, Georgia 30309 (404) 815-6500 bgrant@kilpatricktownsend.com	Motorola employee; Design/operation of the Accused Functionality within the Motorola Accused Products
Ben Sherwin	c/o Bonnie M. Grant	Motorola employee;

Name	Contact Information	Connection to Case & Knowledge
	Kilpatrick Townsend LLP 1100 Peachtree Street; Suite 2800 Atlanta, Georgia 30309 (404) 815-6500 bgrant@kilpatricktownsend.com	Sales and finance for the Motorola Accused Products
Lisa M. Wood	c/o MCKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Co-Inventor for the Patents-in-Suit; Conception and reduction to practice of the alleged inventions claimed in the Patents; the preparation and prosecution of the applications that issued as the Patents-in-Suit; prior art relevant to the Patents-in-Suit; facts and circumstances related to Motorola's affirmative defense of inequitable conduct.
Scott M. Lewis	c/o MCKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Co-Inventor for the Patents-in-Suit, Managing Director of Summit 6, Summit 6 Board of Managers Member; Conception and reduction to practice of the alleged inventions claimed in the Patents; the preparation and prosecution of the applications that issued as the Patents-in-Suit; prior art relevant to the Patents-in-Suit; facts and circumstances related to Motorola's affirmative defense of inequitable conduct; licensing of the Patents-in-Suit; assignments of the Patents-in-Suit; Summit 6's corporate structure and formation.
Robin T. Fried	Prague, Czech Republic	Co-Inventor for the Patents-in-Suit; Conception and reduction to practice of the alleged inventions claimed in the Patents; the preparation and prosecution of the applications that issued as the Patents-in-Suit; prior art relevant to the Patents-in-Suit; facts and circumstances related to Motorola's affirmative defense of inequitable conduct.
Sarah Pate	c/o MCKOOL SMITH, P.C. 300 Crescent Court,	Former CEO of AdMission Corporation ("AdMission"), and former COO/CFO

Name	Contact Information	Connection to Case & Knowledge
	Suite 1500 Dallas, Texas 75201 (214) 978-4000	of PictureWorks Technology, Inc. (“PictureWorks”); Managing Director of Summit 6, Summit 6 Board of Managers Member; Knowledge relating to licensing of the Patents-in-Suit; assignments of the Patents-in-Suit; reduction to practice of the alleged inventions claimed in the Patents; the preparation and prosecution of the applications that issued as the Patents-in-Suit; facts and circumstances related to Motorola’s affirmative defense of inequitable conduct; Summit 6’s corporate structure and formation.
Scott Wilson	c/o MCKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Summit 6 Board of Managers Member; founder of Swiftsure Capital. Knowledge relating to the formation of Summit 6; the preparation and prosecution of the applications that issued as the Patents-in-Suit; facts and circumstances related to Motorola’s affirmative defense of inequitable conduct
Peter Yoakum	c/o MCKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Former Summit 6 Board of Managers Member; Former AdMission board member and former managing partner at Swiftsure Capital. Knowledge relating to the formation of Summit 6; prosecution of the Patents-in-Suit; facts and circumstances related to Motorola’s affirmative defense of inequitable conduct.
Gordon Gardiner	c/o MCKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201 (214) 978-4000	Summit 6 Board of Managers Member; Knowledge relating to the formation of Summit 6.
Laban P. Jackson, Jr.	c/o MCKOOL SMITH, P.C. 300 Crescent Court, Suite 1500 Dallas, Texas 75201	Summit 6 Board of Managers Member; Knowledge relating to the formation of Summit 6.

Name	Contact Information	Connection to Case & Knowledge
	(214) 978-4000	
Terrell Anderson	Kabongo, Inc. 5801 Christie Avenue Suite 470 Emeryville, CA 94608	Vice President of PictureWorks in or about November, 1998. Knowledge concerning prior art relevant to the Patents-in-Suit; facts and circumstances related to Motorola's affirmative defense of inequitable conduct.
Point 2	500-3301 8th Street East Saskatoon, SK S7H 5K5, Canada.	Knowledge concerning prior art relevant to the Patents-in-Suit; products or programs allegedly embodying the purported invention disclosed in the Patents-in-Suit; facts and circumstances related to Motorola's affirmative defense of inequitable conduct.
Duane S. Kobayashi	Law Office of Duane S. Kobayashi 1325 Murray Downs Way Reston, VA 20194 Office: 703-437-8000	Prosecuting Attorney; Knowledge of the prosecution of the applications that resulted in the issuance of the Patents-in-Suit; facts and circumstances related to Motorola's affirmative defense of inequitable conduct.
Attorneys at the law firm Frost Brown Todd LLC	3300 Great American Tower, 301 East Fourth Street Cincinnati, Ohio 45202	Prosecuting Attorney; Knowledge of the prosecution of the applications that resulted in the issuance of the '557 Patent; facts and circumstances related to Motorola's affirmative defense of inequitable conduct.
Individuals at the law firm of Fenwick & West	Fenwick & West 555 California Street San Francisco CA 94104	Admission's outside counsel relating to due diligence relating to Point 2; Knowledge relating to the facts and circumstances related to Motorola's affirmative defense of inequitable conduct.

Motorola reserves the right to disclose additional individuals whom Motorola may use to support its claims or defenses based on information learned during the source of this litigation.

II. Documents In Motorola's Possession, Custody Or Control That Motorola May Use To Support Its Claims Or Defenses (Fed. R. Civ. P. 26(a)(1)(A)(ii))

Motorola is in possession of the following categories of documents that Motorola may use to support its claims or defenses:

- Information relating to the structure, characteristics, and operation of the Accused Functionalities of the Motorola Accused Products;
- Information relating to the invalidity of the Asserted Patents; and
- Information relating to Motorola and its products and services.

Motorola reserves the right to assert a claim of privilege or immunity and withhold from production any documents, whether or not included above, that are protected from discovery by the attorney-client privilege, work product immunity or any other privilege or immunity. Motorola further reserves the right to disclose additional documents that Motorola may use to support its claims or defenses based on information learned during the course of this litigation.

III. Computation Of Any Category Of Damages Claimed By The Disclosing Party (Fed. R. Civ. P. 26(a)(1)(A)(iii))

At this time, Motorola only seeks to recover its reasonable attorneys' fees and costs and a declaration that this case is exceptional. Motorola is not yet certain as to the amount of fees and costs it will seek.

IV. Applicable Insurance Agreement (Fed. R. Civ. P. 26(a)(1)(A)(iv))

Motorola's parent corporation, Google, Inc. has insurance through Imi Assurance Inc. that may be applicable to this matter. Relevant portions of this agreement will be produced.

In providing these initial disclosures, Motorola does not waive any objections, defenses or applicable privileges. Motorola will supplement these disclosures to the extent required by the Federal Rules of Civil Procedure and the Local Rules of the Court.

DATED: June 20, 2014

Respectfully submitted,
By:

/s/ Bonnie M. Grant

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**ATTORNEYS FOR DEFENDANT
MOTOROLA MOBILITY LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of foregoing has been served upon counsel of record this 20th day of June, 2014.

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/s/ Bonnie M. Grant
Bonnie M. Grant

Exhibit J

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC, Plaintiff, v. HTC CORPORATION, <i>et al.</i> Defendants.	§ § § § § § § § § §	JURY TRIAL DEMANDED CASE NO. 7:14-cv-00014
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**INITIAL DISCLOSURE STATEMENT OF DEFENDANTS LG ELECTRONICS, INC.,
LG ELECTRONICS USA, INC., AND LG ELECTRONICS MOBILECOMM USA, INC.**

Pursuant to Fed. R. Civ. P. 26(a)(1) and Amended Miscellaneous Order No. 62 (November 17, 2009), Defendants LG Electronics, Inc. (“LGE Inc.”), LG Electronics USA, Inc. (“LGE USA”), and LG Electronics Mobilecomm USA, Inc. (“LGE MobileComm”) (collectively, “LGE”) hereby makes the following initial disclosure to Plaintiff Summit 6 LLC (“Summit 6”) and all co-defendants.

LGE’s investigation concerning this case is ongoing, and LGE reserves the right to supplement and/or amend these disclosures upon further investigation and discovery of additional information. In making these disclosures, LGE does not waive its right to object, pursuant to applicable federal and local rules, to the deposition or trial testimony of any of the individuals listed below. LGE also reserves all rights to object to the admissibility, materiality, or relevance of the information disclosed herein. LGE also reserves its right to object to any subsequent discovery request by Summit 6, even if directed to subject matter herein. Nothing herein shall be deemed to constitute the waiver of any privilege or immunity, including the attorney-client privilege, the work-product doctrine, the joint defense privilege, the common interest privilege, or any other privilege or protection from disclosure provided by law.

In making these disclosures, LGE does not represent that it has identified every document,

information, fact, person, witness, or entity required relevant to the above-captioned case.

Rather, LGE's disclosures herein are based on their current knowledge, information, and beliefs, which are significantly limited at least because discovery in this case, including from Summit 6 and third parties, has not started.

I. FED. R. CIV. P. 26(a)(1) DISCLOSURES

A. The name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment

LGE has thousands of employees, and at the time of these disclosures, it is not clear the identities of all LGE employees who may have knowledge of the subject matter of this litigation, including about products that Summit 6 has not accused but may attempt to accuse in the future as infringing the Patents-in-Suit. Based on LGE's investigation thus far, LGE presently believes that the following persons may potentially have knowledge of facts relevant to the claims or defenses in the above named action. Any individuals who are identified as being associated with LGE should not be contacted directly but should only be contacted through LGE's counsel of record in these actions.

1. Cecilia Son

Ms. Cecilia Son is a Director in the Partner Engineering team at LG Mobile Research U.S.A., LLC, a wholly-owned subsidiary of LGE Electronics Mobilecomm U.S.A., Inc. Ms. Son may have knowledge of information regarding the Android OS certification, interactions between LGE and Google, and interactions between LGE and Twitter, related to one or more of the accused products. Ms. Son can be contacted through Orrick.

2. Steven Howard

Mr. Steven Howard is an employee in the Partner Engineering team at LG Mobile Research U.S.A., LLC. Mr. Howard may have knowledge of information regarding the Android OS certification, interactions between LGE and Google, and interactions between LGE and

Twitter, related to one or more of the accused products. Mr. Howard can be contacted through Orrick.

3. Bum Suk Bae

Mr. Bum Suk Bae is an employee in the Partner Engineering team at LG Mobile Research U.S.A., LLC. Mr. Bae may have knowledge of information regarding the Android OS certification, interactions between LGE and Google, and interactions between LGE and Twitter, related to one or more of the accused products. Mr. Bae can be contacted through Orrick.

4. Joonhyun Baek

Mr. Joonhyun Baek is an employee in the Partner Engineering team at LG Mobile Research U.S.A., LLC. Mr. Baek may have knowledge of information regarding the Android OS certification, interactions between LGE and Google, and interactions between LGE and Twitter, related to one or more of the accused products. Mr. Baek can be contacted through Orrick.

5. Jae Wook Cho

Mr. Jae Wook Cho is an employee in the Partner Engineering team at LG Mobile Research U.S.A., LLC. Mr. Cho may have knowledge of information regarding the Android OS certification, interactions between LGE and Google, and interactions between LGE and Twitter, related to one or more of the accused products. Mr. Cho can be contacted through Orrick.

6. Dong Ho Han

Mr. Dong Ho Han is an employee in the Partner Engineering team at LG Mobile Research U.S.A., LLC. Mr. Han may have knowledge of information regarding the Android OS certification, interactions between LGE and Google, and interactions between LGE and Twitter, related to one or more of the accused products. Mr. Han can be contacted through Orrick.

7. Jeong Rae Kim

Mr. Jeong Rae Kim is an employee in the Partner Engineering team at LG Mobile Research U.S.A., LLC. Mr. Kim may have knowledge of information regarding the Android OS

certification, interactions between LGE and Google, and interactions between LGE and Twitter, related to one or more of the accused products. Mr. Kim can be contacted through Orrick.

8. Kush Shrivastava

Mr. Kush Shrivastava is an employee in the Partner Engineering team at LG Mobile Research U.S.A., LLC. Mr. Shrivastava may have knowledge of information regarding the Android OS certification, interactions between LGE and Google, and interactions between LGE and Twitter, related to one or more of the accused products. Mr. Shrivastava can be contacted through Orrick.

9. Namrata Suryvanshi

Namrata Suryvanshi is an employee in the Partner Engineering team at LG Mobile Research U.S.A., LLC. Ms. Suryvanshi may have knowledge of information regarding the Android OS certification, interactions between LGE and Google, and interactions between LGE and Twitter, related to one or more of the accused products. Ms. Suryvanshi can be contacted through Orrick.

10. Eric Ley

Mr. Eric Ley is a Vice President and Director of National Retail Accounts for the United States at LGE Electronics Mobilecomm U.S.A., Inc. Mr. Ley may have sales and financial information regarding one or more of the accused products. Mr. Ley can be contacted through Orrick.

11. Yong-Beom Lee

Mr. Yong-Beom Lee is a Chief Engineer at LG Electronics, Inc. Mr. Lee may have knowledge of technical information regarding one or more of the accused products as to U.S. Patent 7,765,482, including contents uploading technologies using MMS and SMS. Mr. Lee can be contacted through Orrick.

12. Hye Jin Jang

Mr. Hye Jin Jang is a Chief Engineer at LG Electronics, Inc. Mr. Jang may have knowledge of technical information regarding one or more of the accused products as to U.S.

Patent 8,612,515, including contents uploading technologies using applications such as Twitter and Facebook. Mr. Jang can be contacted through Orrick.

13. Jongyeong Lee

Mr. Jongyeong Lee is an employee of Google, Inc., who may have knowledge regarding communication and interactions between LGE and Google regarding one or more of the accused products. Mr. Lee can be contacted through Google.

14. Joseph Hwang

Mr. Joseph Hwang is an employee of Google, Inc., who may have knowledge regarding communication and interactions between LGE and Google regarding one or more of the accused products. Mr. Hwang can be contacted through Google.

15. Lisa T. Wood

Ms. Wood is listed as an inventor on U.S. Pat. Nos. 6,895,557; 7,765,482; and 8,612,515 (“Asserted Patents”). Ms. Wood may have knowledge concerning the conception, reduction to practice, and inventorship of the purported invention claimed in the Asserted Patents; the preparation and prosecution of the patent applications that resulted in the Asserted Patents; any patents or patent applications related to the Asserted Patents; prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; the relationships between her and Summit 6, LLC (“Summit 6”); any knowledge of LGE’s technology; and any financial interests she has in the Asserted Patents or this litigation. Ms. Wood can be contacted through Summit 6.

16. Scott M. Lewis

Mr. Lewis is listed as an inventor on the Asserted Patents. Mr. Lewis may have knowledge concerning the conception, reduction to practice, and inventorship of the purported invention claimed in the Asserted Patents; the preparation and prosecution of the patent applications that resulted in the Asserted Patents; any patents or patent applications related to the

Asserted Patents; prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; the decision to sue LGE; the relationships between him and Summit 6; any knowledge of LGE's technology; and any financial interests he has in the Asserted Patents or this litigation. Mr. Lewis can be contacted through Summit 6.

17. Robin T. Fried

Ms. Fried is listed as an inventor on the Asserted Patents. Ms. Fried may have knowledge concerning the conception, reduction to practice, and inventorship of the purported invention claimed in the Asserted Patents; the preparation and prosecution of the patent applications that resulted in the Asserted Patents; any patents or patent applications related to the Asserted Patents; prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; the relationships between her and Summit 6; any knowledge of LGE's technology; and any financial interests she has in the Asserted Patents or this litigation. Ms. Fried can be contacted through Summit 6.

18. Scott F. Wilson

Mr. Wilson is a Managing Director of Summit 6 and founder of Swiftsure Capital. Mr. Wilson was part of the team that performed due diligence on Point2 Technologies, Inc. ("Point2")'s photo upload facility, a piece of prior art. Mr. Wilson may have knowledge concerning the alleged invention and patenting of the Asserted Patents; ownership of the Asserted Patents; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or disclosure of any alleged invention in the Asserted Patents or any embodiments thereof; analyses of or concerning the Asserted Patents;

prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; factual basis of Summit 6's claims and defenses; the location of any documents relevant to any of LGE's claims or defenses; the decision to sue LGE; the relationships between him and Summit 6; any knowledge of LGE's technology; and any financial interests he has in the Asserted Patents or this litigation. Mr. Wilson can be contacted through McKool Smith.

19. Sarah Pate

Ms. Pate is a Managing director of Summit 6, former CEO of AdMission Corporation ("AdMission"), and former COO/CFO of PictureWorks Technology, Inc. ("PictureWorks"). Ms. Pate may have knowledge concerning the alleged invention and patenting of the Asserted Patents; ownership of the Asserted Patents; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or disclosure of any alleged invention in the Asserted Patents or any embodiments thereof; analyses of or concerning the Asserted Patents; prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; factual basis of Summit 6's claims and defenses; the location of any documents relevant to any of LGE's claims or defenses; the decision to sue LGE; the relationships between her and Summit 6; any knowledge of LGE's technology; and any financial interests she has in the Asserted Patents or this litigation. Ms. Pate can be contacted through McKool Smith.

20. Peter Yoakum

Mr. Yoakum is a former AdMission board member and former managing partner at Swiftsure Capital. Mr. Yoakum also performed due diligence on Point2's photo upload facility and concluded that its public disclosure had endangered the '557 patent. Mr. Yoakum may have

knowledge concerning the alleged invention and patenting of the Asserted Patents; ownership of the Asserted Patents; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or disclosure of any alleged invention in the Asserted Patents or any embodiments thereof; analyses of or concerning Asserted Patents; prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; factual basis of Summit 6's claims and defenses; the location of any documents relevant to any of LGE's claims or defenses; the relationships between him and Summit 6; and any financial interests he has in the Asserted Patents or this litigation. Mr. Yoakum can be contacted through McKool Smith.

21. Terrell Anderson

Mr. Anderson was a Vice President of PictureWorks in or about November, 1998. Mr. Anderson may have knowledge concerning prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; the relationships between him and PictureWorks, AdMission or Summit 6; any knowledge of LGE's technology; and any financial interests he has in the Asserted Patents or this litigation. Mr. Anderson, on information and belief, can be contacted at Kabongo, Inc. 5801 Christie Avenue Suite 470 Emeryville, CA 94608.

22. Point2

Persons within Point2 may have knowledge concerning prior art relevant to the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; the relationships between it and Summit 6; and any financial interests it has in the Asserted Patents

or this litigation. Point2 is believed to be located at 500-3301 8th Street East Saskatoon, SK S7H 5K5, Canada.

23. Internet Pictures Corp. (“iPIX”)

Persons within iPIX may have knowledge concerning prior art relevant to the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; any licensing or other commercial activity related to the Asserted Patents; the relationships between it and Summit 6; and any financial interests it has in the Asserted Patents or this litigation. On information and belief, iPIX can be contacted at: Reston Executive Center 12120 Sunset Hills Road Reston, VA 20190.

24. Summit 6

Persons within Summit 6 may have knowledge concerning the alleged invention and patenting of the Asserted Patents; ownership of the Asserted Patents; the operation of Summit 6 and its affiliated entities; the conception, reduction to practice, inventorship, commercialization, or disclosure of any alleged invention in the Asserted Patents or any embodiments thereof; analyses of or concerning Asserted Patents; prior art relevant to the Asserted Patents; the alleged infringement of the Asserted Patents by the accused devices; the chain of ownership interest in the Asserted Patents; products or programs allegedly embodying the purported invention disclosed in the Asserted Patents; licensing of the Asserted Patents and any related or comparable patents; factual basis of Summit 6’s claims and defenses; the location of any documents relevant to any of LGE’s claims or defenses; the decision to sue LGE; any knowledge of LGE’s technology; and any financial interests it has in the Asserted Patents or this litigation. Summit 6 can be contacted through McKool Smith.

25. Prosecution of the Asserted Patents

Persons involved in the preparation and prosecution of the patent applications related to the Asserted Patents.

26. Twitter

Persons from Twitter that LGE has yet to identify that have knowledge as to specific Twitter-related features and functionality of the accused instrumentalities that Summit 6 contends infringes the Asserted Patents.

27. Wireless Carriers

Persons from wireless carriers that LGE has yet to identify that have knowledge as to the transmission restrictions and requirements related to specific features and functionality of the accused instrumentalities that Summit 6 contends infringes the Asserted Patents.

28. Prior Litigation

Persons identified in, or otherwise involved in, prior litigation on certain of the Asserted Patents, namely *Summit 6 LLC v. Research in Motion Corporation, et al.*, Case No. 3:11-cv-00367-O (N.D. Tex. Feb. 23, 2011) that have relevant information regarding LGE's claims and defenses in the present matter.

In addition to the individuals identified above, the following individuals may have discoverable information: (i) persons identified in Summit 6's initial disclosures or any supplementations or amendments thereto; (ii) persons identified in the initial disclosures or any supplementations or amendments thereto of any co-defendant in this matter; and (iii) other individuals with relevant knowledge currently or previously at Summit 6.

LGE reserves to the right to amend and/or supplement this disclosure.

B. A copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment

Though its investigation remains ongoing, LGE identifies the following categories and locations of documents, data compilations and tangible things in its possession, custody or control that LGE may use to support its defenses, unless solely for impeachment:

1. U.S. Patent No. 6,895,557 ('557 Patent) and its file history;
2. Prior art to the '557 Patent;

3. U.S. Patent No. 7,765,482 ('482 Patent) and its file history;
4. Prior art to the '482 Patent;
5. U.S. Patent No. 8,612,515 ('515 Patent) and its file history;
6. Prior art to the '515 Patent;
7. Ex Parte Reexamination 90/012,987 for Claims 38, 40, 44-46 and 49 of the '482 Patent;
8. Documents relating to the structure and operation of the specific features and functionality of the accused instrumentalities that Summit 6 contends infringes the Asserted Patents;
9. Financial, sales and marketing information relating to the instrumentalities accused of infringement;
10. Additional documents relating to the instrumentalities accused of infringement that will become apparent after plaintiff provides its infringement contentions.

The foregoing documents are located in LGE's offices including in San Diego, California, San Jose, California and Seoul, Korea, or in the offices of LGE's counsel in this case. Such documents may also be in the possession, custody or control of third parties. LGE's search for documents and things that it may use to support its claims and defenses is ongoing, and LGE reserves its right to amend and/or supplement this disclosure.

C. **A computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered**

At this time, LGE does not seek damages and LGE denies Summit 6 is entitled to recover any damages from LGE. LGE reserves the right to amend and/or supplement this disclosure.

D. For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment

All applicable insurance agreements, if any, will be made available for inspection and copying upon request at a mutually agreed time and place.

II. AMENDED MISCELLANEOUS ORDER NO. 62 DISCLOSURES

In light of the timetable provided by Amended Miscellaneous Order No. 62 and the case schedule, it is premature for LGE to make disclosures required by § 3 (Patent Initial Disclosures) of Amended Miscellaneous Order No. 62. Accordingly, pursuant to § 2-5 of Amended Miscellaneous Order No. 62, LGE declines to make such disclosures. LGE reserves its right to make, supplement and/or amend disclosures in compliance with Amended Miscellaneous Order No. 62.

Dated: June 20, 2014

Respectfully submitted,

By: /s/ Hsiwen Lo

OF COUNSEL:

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**Attorneys for LG ELECTRONICS, INC.,
LGE ELECTRONICS USA, INC., AND
LG ELECTRONICS MOBILECOMM
USA, INC.**

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served electronically on June 20, 2014 in compliance with Local Rules LR 5.1. As such, this document was served on all counsel deemed to have consented to electronic service per Local Rule LR 5.1 (d).

/s/ Hsiwen Lo
Hsiwen Lo

Exhibit K



Tarrant Appraisal District

Real Estate

07/06/2014

Account Number: 06795404

Georeference: 414H-1-3R

Show Bing Maps

Property Location: 5650 Alliance Gateway Fwy, Fort Worth

Owner Information: At Industrial Owner 7 LLC

13600 Heritage Pkwy Ste 200

Fort Worth Tx 76177-5398

3 Prior Owners

Legal Description: Alliance Gateway Addition

Blk 1 Lot 3R

Taxing Jurisdictions: 026 City of Fort Worth

099 Regional Water District

220 Tarrant County

224 Tarrant County Hospital Dist

225 Tarrant County College Dist

911 Northwest ISD

Show
Tax Rates

Pay Your Taxes - Ad Valorem Tax Offices

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database.

Proposed Values for Tax Year 2014

	Land	Impr	2014 Total ††
Market Value	\$3,884,594	\$10,383,246	\$14,267,840
Appraised Value †	\$3,884,594	\$10,383,246	\$14,267,840
Approximate Size †††			445,870
Land Acres			29.7260
Land SqFt			1,294,865

† Appraised value may be less than market value due to state-mandated limitations on value increases

†† A zero value indicates that the property record has not yet been completed for the indicated tax year

††† Rounded

Tax Year 2013 - 2009 Five-Year Value History

Tax Year	XMPT	Appraised Land	Appraised Impr	Appraised Total	Market Land	Market Impr	Market Total
2013	000	\$3,884,594	\$9,491,506	\$13,376,100	\$3,884,594	\$9,491,506	\$13,376,100
2012	000	\$3,884,594	\$10,160,311	\$14,044,905	\$3,884,594	\$10,160,311	\$14,044,905
2011	000	\$3,884,594	\$10,405,540	\$14,290,134	\$3,884,594	\$10,405,540	\$14,290,134
2010	000	\$3,884,594	\$8,774,406	\$12,659,000	\$3,884,594	\$8,774,406	\$12,659,000
2009	000	\$3,884,594	\$8,855,345	\$12,739,939	\$3,884,594	\$8,855,345	\$12,739,939

2014 Notice Sent: 04/30/2014

Protest Deadline: 06/02/2014 Protest Final

Exemptions: None

Property Data

Deed Date: 09/29/2010

Instrument: D210248614

Year Built: 1994

TAD Map: 2078 476

MAPSCO: 009L

Class: 103

State Code: F1 Commercial

Garage Bays: 00

Central Air:

Central Heat:

Pool: N

Agent: 00320 Ryan LLC

Link to Business Personal Property

[TAD Home](#) [Report Questions and Comments](#) Website Updated: 05/20/2014 Property Data Updated: 07/06/2014
Tarrant Appraisal District © 2014 All rights reserved.

Tarrant Appraisal District**Real Estate**

Data current as of 07/09/2014

Account Number: 06795404**Property Location:** 5650 Alliance Gateway Fwy, Fort Worth**Owner Information:** At Industrial Owner 7 LLC
13600 Heritage Pkwy Ste 200
Fort Worth Tx 76177-5398**Prior Owners**

Name	Date	Instrument	Deed Vol	Deed Page
ALLIANCE 170 BLDG PRTNS LLP	2007-09-28	D207348893	0000000	0000000
NOKIA MOBIL PHONES INC	2000-06-20		0014404	0000113
FINLAND PARTNERS I, LTD	1995-01-01		0000000	0000000

If there is no deed date, Tarrant Appraisal District records do not contain the actual deed date.

There were 2 matches.

Business Name	Location	City	Proposed Value
Flextronics Intl USA Inc	5650 Alliance Gateway Fwy	Fort Worth	\$226,743,565
Motorola Distribution Ctr	5650 Alliance Gateway Fwy	Fort Worth	\$26,185,240

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Business Personal Property

1/1



Tarrant Appraisal District

Business Personal Property

07/09/2014

Account Number: 12679941 [View RE Account](#)

Business Name: **Motorola Distribution Ctr**

[Show Bing Maps](#)

Property Location: 5650 Alliance Gateway Fwy, Fort Worth

Owner Information: **Motorola Mobility LLC**

Attn Tax Dept

600 N US Highway 45

Libertyville IL 60048-5343

Property Type: Business Personal Property

Taxing Jurisdictions: 026 City of Fort Worth

099 Regional Water District

220 Tarrant County

224 Tarrant County Hospital Dist

225 Tarrant County College Dist

911 Northwest ISD

[Show
Tax Rates](#)

[Pay Your Taxes - Ad Valorem Tax Offices](#)

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database.

Proposed Values for Tax Year 2014

2014 Market Value	\$26,185,240
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Tax Year 2013 - 2009 Five-Year Value History

Tax Year	Appraised Total	Market Total
2013	\$49,781,908	\$49,781,908
2012	\$155,170,194	\$155,170,194
2011	\$115,348,404	\$115,348,404
2010	\$122,266,377	\$122,266,377
2009	\$38,244,506	\$38,244,506

2014 Rendition Received? Y

Worked? Y

Extension Filing Code: NP

2014 Notice Sent: 05/30/2014

Protest Deadline: 06/30/2014 Protest Resolved

Exemptions: None

Property Data

State Code: L1 Commercial BPP

SIC: 5065 Electronic Parts & Equipment

Real Estate Account: 06795404

Agent: 00320C Ryan LLC

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC,

Plaintiff,

V.

**HTC CORPORATION,
HTC AMERICA, INC.,
LG ELECTRONICS, INC.,
LG ELECTRONICS USA, INC.,
LG ELECTRONICS
MOBILECOMM USA, INC.,
MOTOROLA MOBILITY LLC,
APPLE INC., and
TWITTER, INC.,**

Defendants.

CIVIL ACTION

No. 7:14-cv-00014

JURY TRIAL DEMANDED

**SUPPLEMENTAL DECLARATION OF MARK BUCKLEY IN SUPPORT OF
DEFENDANTS' MOTION TO TRANSFER VENUE UNDER 28 U.S.C. § 1404(a)**

I, Mark Buckley, declare and state as follows:

1. I have personal knowledge of the facts stated in this declaration and, if called to do so, would testify competently thereto.

2. I am employed as a Finance Manager at Apple Inc. (“Apple”) in Sunnyvale, California. I have been employed by Apple since October 2002. Unless otherwise indicated below, the statements in this declaration are based upon my personal knowledge, corporate records, or information maintained by Apple in the ordinary course of business.

3. This declaration supplements my previous Declaration filed on June 10, 2014 in support of Defendants' Motion to Transfer, Dkt. No. 91-5, APPX240 – 244 (the "Original Declaration").

4. Apple has two campuses in the Western District of Texas, both in the Austin area. These facilities are largely dedicated to customer service and support, sales, and accounting functions. There are no documents or employees at the two Austin campuses that are relevant to the development, implementation, or operation of the Accused Instrumentality (as defined in my previous Declaration, at ¶ 4).

5. After I executed the Original Declaration, I learned that Apple leases a less than 1000 square foot serviced office in the Northern District of Texas, where a small team executes voice and data performance tests and field certifications tests as required by the operator for product approval. There are no documents or employees at this serviced office that are relevant to the development, implementation, or operation of the Accused Instrumentality.

I declare under penalty of perjury that the foregoing is true and correct.

Date: July 14, 2014



Mark Buckley

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC,

Plaintiff,

v.

**HTC CORPORATION,
HTC AMERICA, INC.,
LG ELECTRONICS, INC.,
LG ELECTRONICS USA, INC.,
LG ELECTRONICS MOBILECOMM
USA, INC.,
MOTOROLA MOBILITY LLC,
APPLE INC., and
TWITTER INC.,**

Defendants.

CIVIL ACTION NO. 7:14-cv-00014

JURY TRIAL DEMANDED

**PLAINTIFF SUMMIT 6 LLC'S RESPONSE TO DEFENDANT
APPLE INC.'S MOTION TO SEVER**

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I. INTRODUCTION

Apple, Inc. (“Apple”) filed its motion to sever (“Motion”) one day before Summit 6 served its infringement contentions, providing almost 1600 pages of detail regarding how Apple infringes Summit 6’s patents. Perhaps now that Apple has these contentions, it better understands that this case does meet the joinder requirements. It involves (1) the same accused products/processes and (2) many of the same underlying facts common to all Defendants in this case. First, this case involves the same accused products and processes because both the accused MMS functionality and the Twitter functionality (called the “Twitter integration”) are common across multiple Defendants. The multimedia messaging or “MMS” functionality is common across all Handset Defendants (*i.e.*, Apple, HTC Corporation, HTC America, LG Electronics, Inc., LG Electronics USA, Inc., LG Electronics MobileComm USA, and Motorola Mobility LLC) and allows users to text or message photos to their friends through the MMS applications on the accused mobile devices. The Twitter integration is common across all Handset Defendants and Twitter. The Twitter integration is technology “built directly into” the Handset Defendants’ operating systems that allows users to send photos to Twitter without having to separately open the Twitter application. That the MMS applications and Twitter integration operate on different platforms is irrelevant to the joinder analysis.

Second, because of this commonality of accused products, many underlying facts are common to all Defendants as well. As the Court may recall from the previous *Summit 6 LLC v. Research in Motion et al.* case, No. 3:11-CV-367-O,¹ carriers like AT&T and Verizon place restrictions on the size of MMS messages. These size restrictions are sent to and used by all Handset Defendants’ MMS applications to pre-process photos sent via MMS, thus infringing U.S. Patent Nos. 7,765,482 (the “482 patent”) and 8,612,515 (the “515 patent”). But even

¹ hereinafter “the previous Summit 6 case.”

more, all Handset Defendants appear to work with Twitter to place the infringing Twitter integration onto the Handset Defendants' accused mobile devices. Information related to the Twitter integration is yet another set of underlying facts common across all Defendants. As a result, carrier information related to pre-processing photos in MMS messages and Twitter information related to pre-processing photos in the Twitter integration create a whole host of common underlying facts, proof, and evidence that justify joinder of all Defendants in this case. Summit 6 therefore asks the Court to deny Apple's Motion.

Apple also devotes a few lines to transfer, asking the Court to transfer Apple's portion of the case to the Northern District of California after its case is severed from the remaining Defendants. As noted in Summit 6's Response to the Motion to Transfer, none of the Defendants—including Apple—have made a sufficient showing that this case should be transferred. Apple has strong ties to Texas and previously admitted that it is convenient for Apple to try patent cases in Texas. Further, the public and private interest factors also do not favor transfer. Regardless of the outcome of the present Motion, the Court should not transfer any portion of this case to the Northern District of California.

II. LEGAL STANDARD FOR JOINDER

The AIA provides a two-part test to determine whether joinder is proper in patent cases. The test requires the Court to decide:

- (1) whether allegations of infringement arise out of the same transaction or occurrence relating to the same accused product or process; and
- (2) whether the case involves questions of fact common to all defendants.

35 U.S.C. § 299(a).

The Federal Circuit also analyzed joinder under Rule 20 in a pre-AIA case called *In re EMC Corporation*, 677 F.3d 1359 (Fed. Cir. 2012). Because the *EMC* case contains a similar analysis to that adopted by the AIA, courts regularly look to this decision for guidance on how to interpret the AIA. See, e.g., Order, *Smartflash LLC et al. v. Apple, Inc. et al.*, No. 6:13-cv-447, Doc. 122 at 3, (E.D. Tex. April 4, 2014), APPX0004 (the “*Smartflash* Order”).

To determine whether infringement claims arise out of the same transaction or occurrence, the *EMC* court listed six non-exclusive factors to consider:

- (1) whether the alleged acts of infringement occurred during the same time period;
- (2) the existence of some relationship among defendants;
- (3) the use of identically-sourced components in the accused products;
- (4) licensing or technology agreements between defendants;
- (5) overlap of the products’ or processes’ development and manufacture; and
- (6) whether the damages sought are based on lost profits.

In re EMC, 677 F.3d at 1359-60. Further, different products or processes are part of the same transaction or occurrence when there is an “actual link between the facts underlying each claim of infringement.” *ContentGuard Holdings, Inc. v. Google, Inc.*, No. 2:14-CV-61, 2014 U.S. Dist. LEXIS 51676, at *19 (E.D. Tex. Apr. 15, 2014); see also *Wi-Lan Inc. v. HTC Corp.*, No. 2:11-CV-68, 2013 U.S. Dist. LEXIS 99635, at *16 (E.D. Tex. July 17, 2013).

The *EMC* court then explained that to determine whether products or processes were “the same,” the products need only be the same “in respects relevant to the patent.”² *In re EMC*, 677

² This “sameness” test is consistent with other patent doctrines that turn on whether two products are the same. For example, a party is precluded from bringing a subsequent suit against the same party for infringement by a device that is “essentially the same,” which means that the devices do not differ in ways “related to the limitations in a claim in the patent.” *Acumed LLC v. Stryker Corp.*, 525 F.3d 1319, 1323-24 (Fed. Cir. 2008). And a party may be held in contempt for violating an injunction by selling devices that are “not more than colorably different” from the device adjudicated as infringing. See *Tivo, Inc. v. EchoStar Corp.*, 646 F.3d 869, 882 (Fed. Cir. 2011) (en banc).

F.3d at 1359. Thus, two literally different products or processes with an identical component are still “the same” where that component is relevant in some way to an asserted patent. For example, otherwise-unique products that conform to a common industry standard are the “same” for purposes of joinder. *See Negotiated Data Sol’ns, Inc. v. Apple, Inc.*, No. 2:11-CV-390, 2012 U.S. Dist. LEXIS 174839, at *8 (E.D. Tex. Dec. 11, 2012) (“Since each of the products are tied to the same [USB] standard, the allegations against them are therefore the same in respects relevant to the patent.”) (internal citations omitted). Devices or processes that either incorporate common software or hardware components are the “same” for purposes of joinder. *See ContentGuard*, 2014 U.S. Dist. LEXIS 51676 at *18–19 (suggesting proper joinder if otherwise-unique products shared a common software application); *Vertical Computer Sys. v. LG Elecs. Mobilecomm U.S.A., Inc.*, No. 2:10-CV-490, 2013 U.S. Dist. LEXIS 71561, *17–18 (E.D. Tex. May 21, 2013) (finding proper joinder where accused cell phones used similar operating systems); *Imperium Holdings, Inc. v. Apple Inc.*, No. 4:11-CV-163, 2012 U.S. Dist. LEXIS 10333, *11–12, n.3 (E.D. Tex. Jan. 20, 2012) (finding proper joinder under Rule 20 or AIA where digital cameras relied on the same imaging technology).

III. APPLE IS PROPERLY JOINED IN THIS CASE

Apple does not contest that this case involves questions of fact common to all Defendants as required by part 2 of the AIA’s joinder test.³ Thus, the Court need only determine whether Summit 6’s claims arise out of the same transaction or occurrence relating to the same accused product or process. 35 U.S.C. § 299(a)(1). Apple raises three main arguments to support its Motion: (1) its products are not the same as other Defendants because it uses iOS instead of the

Under both tests, two devices may still be “the same” even if literally different. There is no indication in either the text of the statute, or in the AIA’s legislative history, that Congress intended to enact a sameness test in the AIA that was different from those already existing in patent law.

³ This is likely due to Apple’s recognition that “overlapping issues of invalidity and claim construction [create] . . . common questions of fact.” *Smartflash* Order at 8, APPX0009.

Android operating system; (2) there are no common underlying facts between Apple and other Defendants that satisfy the six “same transaction or occurrence” factors; and (3) the equities weigh in favor of severance. Each of these arguments is either irrelevant or incorrect. Even if the Court finds severance proper, Summit 6’s claims against Apple should be consolidated with the claims against the remaining Defendants pursuant to Rule 42(a).

A. Apple’s Accused Products are the Same as the Other Defendants.

Apple’s accused products are “the same” as other Defendants, even those that operate on the Android rather than the iOS platform.⁴ First, accused products or processes need not be identical to meet the “sameness” requirement of joinder. Rather, they need only operate in the same way “in respects relevant to the patent[s].” *In re EMC*, 677 F.3d at 1359. With respect to infringement of the ’482 and ’515 patents, at least Apple’s MMS application operates “the same” as co-Defendants LG, HTC, and Motorola’s MMS applications.⁵ All Handset Defendants (Apple and others) receive carrier size limits on the accused mobile devices and use those limits to pre-process photos sent via MMS. Both of these actions are relevant to infringement of the ’482 and ’515 patents, and thus are “the same” for purposes of joinder. *See id.*

For example, numerous cases hold that joinder of multiple defendants with “different” products is proper when infringement relies on a common industry standard. *See Wi-Lan*, 2013 U.S. Dist. LEXIS 99635 at *39 (holding joinder proper where different accused wireless devices complied with common transmission standards on cell networks.). Courts recognize that “[s]ince adhering to [certain] standards was an ‘underlying theme’ of the infringement claims,

⁴ iOS and Android are merely the software platforms that carry out both the MMS and the Twitter integration functions. Any difference across platforms is irrelevant as it has no effect on the receipt and use of carrier parameters for MMS or receipt and use of code related to the Twitter integration. Thus, there is no effect on operations that are relevant to infringement.

⁵ Summit 6 may uncover different or additional theories of infringement or separately accuse iMessage or other functionalities of infringement, but that does not affect the Court’s joinder analysis. *See Motorola Mobility, Inc. v. Tivo, Inc.*, No. 5:11-CV-53, 2012 U.S. Dist. LEXIS 99804, at *8 (E.D. Tex. July 18, 2012).

defendants' common compliance formed a 'piece' of the 'same transaction or occurrence' necessary for joinder." *Id.* at 39–40; *see also Negotiated Data*, 2012 U.S. Dist. LEXIS 174839 at *9–10 (finding joinder proper where accused products all conformed to the USB standard). Here, carriers like AT&T and Verizon set size restrictions on MMS messages. Apple '482 Infringement Contentions at 13–14, 23–25 APPX0035–36, 45–47 ("Apple '482 Inf. Cont."). Like the industry standards in *Wi-Lan* and *Negotiated Data*, a carrier's MMS size limits are communicated to Handset Defendants, who conform their MMS applications to operate in compliance with the carriers' requirements. *Id.* The Handset Defendants' adherence to these requirements is "an 'underlying theme' of the infringement claims." *Wi-Lan*, 2013 U.S. Dist. LEXIS 99635 at *39–40. Handset Defendants' common compliance thus "form[s] a 'piece' of the 'same transaction or occurrence' necessary for joinder." *Id.*

Second, the infringing Twitter integration also constitutes the "same" product for purposes of joinder. "[A]lthough the [Twitter integrations] may not be identical to each other in their entirety," Handset Defendants infringe "in the same way through their use" of the Twitter integration. *Smartflash* Order at 6, APPX0007. Defendants have not yet produced source code, but it appears highly likely that the Twitter integrations for both Apple and other Handset Defendants use the same processes to infringe the '482 and '515 patents. For example, it appears that all Handset Defendants may use the same code and/or APIs from co-Defendant Twitter to effectuate the Twitter integration—regardless of operating system. *See* Twitter Developer webpage titled "GET help/configuration" and associated source code, APPX0080–82. Thus, "the processes are the same in 'respects relevant to the patent.'" *Smartflash* Order at 6, APPX0007.

Third, the Twitter integration is the same transaction or occurrence for which Summit 6 asserts a right to relief "jointly, severally, or in the alternative" against Apple and Twitter. 35

U.S.C. § 299(a). Twitter's website below⁶ explains that the Twitter integration is "built directly into" Apple's mobile devices to allow users to share photos by posting them to Twitter's website.

About the Twitter for iOS integration

Twitter's integration with iOS 5 makes it easy to tweet from your iPhone, iPad, or iPod touch. Twitter features are built directly into iOS 5, allowing you to share what you are doing from a number of different apps and locations on your iOS-powered device.

Apple's website and user guides also boast its co-development efforts with Twitter for the iOS Twitter integration.⁷

iOS: Using Facebook, Twitter, and other social network accounts

Languages

Learn more about the built-in support for popular social network services.

With iOS, you can connect directly to your social network accounts, allowing you to post and share content from nearly anywhere. iOS provides integrated support for:

■ Twitter

Apple and Twitter clearly worked together on the iOS Twitter integration and may be liable jointly, severally, or in the alternative for its infringement. Such encouragement of Apple's users to use Twitter and vice versa also means that both of these parties may induce the other's users to infringe the '482 and '515 patents. Contrary to Apple's allegations, proof of intent for indirect infringement by Apple and Twitter may have commonality between these two parties.

B. Summit 6's Claims Share Common Underlying Facts Across All Defendants, Thus Meeting the Same Transaction or Occurrence Test.

As Apple correctly notes, joinder is proper if there is a link between the facts underlying Summit 6's infringement claims against Apple and its claims against LG, HTC, Motorola, and Twitter. Apple's Motion, Doc. 112 at 5. This is precisely the case here. At least the following facts are common to all Handset Defendants in this case: (1) information related to limits on

⁶ Twitter Help Center webpage titled "About the Twitter for iOS Integration," APPX0084 (the "Twitter Integration webpage"), previously located at <https://support.twitter.com/articles/20169494#>, and since been removed.

⁷ Apple's support webpage titled "iOS: Using Facebook, Twitter, and other social network accounts" at <http://support.apple.com/kb/HT5500>, APPX0089.

MMS message size, (2) carrier requirements related to MMS messages, and (3) any other third-party requirements related to sending photos via MMS. *See, e.g.,* Apple '482 Inf. Cont. at 13-14, 23-25, APPX0035-36, 45-47. In addition, at least the following facts are common to all Defendants: (1) code related to the Twitter integration, (2) technical documents describing how to incorporate the Twitter integration into each Handset Defendant's accused mobile devices, (3) information describing why Handset Defendants should incorporate the Twitter integration into the accused mobile devices, and (4) any restrictions on photo size acceptable to Twitter. *See, e.g.,* Apple '482 Inf. Cont. at 7-9, 25, APPX0029-31, 47. These are "precisely the sort of 'actual links' that the Federal Circuit had in mind when it discussed the propriety of joinder in patent cases." *Negotiated Data*, 2012 U.S. Dist. LEXIS 174839 at *9.

Five of the six "sufficient aggregate facts" factors outlined by the Federal Circuit also support joinder.⁸ The first factor is whether the alleged acts of infringement occurred during the same time period. In Summit 6's case, all Defendants' infringement is ongoing and thus occurs during the same time period. *See Negotiated Data*, 2012 U.S. Dist. LEXIS 174839 at *10 (finding ongoing infringement satisfies first factor).

The second factor is whether there is a relationship among the Defendants. Although Apple appears to deny any such relationship, it clearly has one with Twitter as noted above. Apple and Twitter worked to integrate Twitter into the iOS operating system on Apple's accused devices. Twitter and Apple Integration webpages, APPX0080-84. Twitter also acts as a supplier to the Handset Defendants, providing Twitter code and/or APIs that are incorporated into the accused products. Apple Inf. Cont. at 7-9, 25, APPX0029-31, 47.

The third factor is whether Defendants use identically sourced components. They do in

⁸ The sixth "lost profits" factor is inapplicable in this case, but does not detract from a finding that Apple is properly joined in this case. *See Negotiated Data*, 2012 U.S. Dist. LEXIS 174839 at *10 (affirming joinder where no lost profits factor applied).

this case. Handset Defendants (and possibly Twitter) receive common carrier size limits for use in their messaging applications.⁹ Apple '482 Inf. Cont. at 13–14, 23–25 APPX0035-36, 45-47. Handset Defendants also incorporate common software from Twitter (for any or all of the Twitter integration, Twitter applications, Twitter APIs, or Twitter mobile website).

The fourth factor is whether licensing or technology agreements exist between Defendants. Summit 6 has not yet received any technical documents from Defendants; however it believes such agreements exist at least between Twitter and Handset Defendants in connection with the use and/or distribution of the Twitter integration, Twitter APIs, or Twitter applications. This type of agreement is sufficient to meet the fourth factor. *See Negotiated Data*, 2012 U.S. Dist. LEXIS 174839 at *10 (assuming the manufacturing relationship between defendants was governed by a “supplier agreement”).

And lastly, the fifth factor is whether there is an overlap of the products’ or processes’ development and manufacture. According to the Twitter and Apple Integration webpages, it collaborates with Apple for the Twitter integration. APPX0080-84. This is likely to be true for the other co-Defendants as well. Such collaboration meets this fifth factor. *See Negotiated Data*, 2012 U.S. Dist. LEXIS 174839 at *10 (holding fifth factor satisfied where defendants collaborate to develop infringing processor). Defendants are therefore not “independent actors” who infringe Summit 6’s patents “by coincidence.” *Smartflash* Order at 8, APPX0009. Instead, they commonly rely on carrier-mandated MMS size limits, the Twitter integration, and the source code and/or APIs provided by co-Defendant Twitter to deliver the same functionality on the accused devices. This commonality is sufficient for joinder. *See id.*

⁹ Defendants have not yet produced source code or other technical documents, and therefore it is possible that Twitter may also use carrier-set message limits. All Defendants may also use commonly-sourced parameters from other parties as well for the MMS applications, iMessage functionality, Twitter integration, Twitter APIs, Twitter applications, or Twitter mobile website.

Apple fails to address these connections, arguing instead that it shares no “common management or ownership” with any co-Defendant and has “long been considered” a competitor of the Handset Defendants. Apple’s Motion, Doc. 112 at 5–6. Yet market competition is irrelevant when the sameness test is otherwise satisfied. *See Wi-Lan Inc.*, 2013 U.S. Dist. LEXIS 99635 at *38–39 (finding joinder appropriate despite the defendants being market competitors); *Imperium*, 2012 U.S. Dist. LEXIS 10333 at *11–12, n.3 (approving joinder of Apple and market competitors under both pre-and post-AIA standards). Similar overlapping facts exist here, and Apple’s market competition with its co-Defendants is irrelevant.

C. The Court Should Not Refuse Joinder on Prudential Grounds.

Apple’s arguments center on whether it would confuse a jury for Apple’s case to be tried with the other co-Defendants. Apple does not raise a single argument that it is prejudicial or confusing to proceed with co-Defendants through pre-trial proceedings. At best, Apple’s arguments support the Court granting Apple a separate trial—not severing Apple into a separate case. However, even a request for separate trials is premature at this point, as are Apple’s arguments for jury confusion. *See ContentGuard*, 2014 U.S. Dist. LEXIS 51676 at *21–22 (carrying joinder issue where case was in “its early stages” and discovery had “barely started.”).

By granting Apple’s Motion, Summit 6’s case would be converted into two different lawsuits, one in the Northern District of Texas and another in the Northern District of California. As noted by another Texas court, “the existence of multiple lawsuits interpreting the same patent creates an unnecessary risk of inconsistent claim construction and adjudication.” *Imperium*, 2012 U.S. Dist. LEXIS 10333 at *12-13. That is particularly true here where the Court has already taken two of the three Patents-in-Suit through claim construction, motions for summary judgment on validity, and pre-trial motions. And the Court took the ’482 patent through trial and post-trial proceedings against Samsung just last year. Severance in this case is “a duplicative use

of scarce judicial resources.” *Id.* It also “impede[s] the administration of justice” by risking claim construction inconsistencies and greater uncertainty regarding patent scope. *See id.* As in *Imperium*, severance here “would create significant inefficiencies because the lawsuit would be divided into two parallel actions involving the same patents, claims, and third-parties common to the Defendants.” *Id.* Unlike some other cases on which Apple relies, “[t]his is not a situation where wholly unrelated defendants have been joined through six degrees of separation. . . . It is not fundamentally unfair or prejudicial for these [] defendants to be joined together in one action.” *Smartflash* Order at 9, APPX0010.

Apple makes much of the Court’s decision to sever Summit 6’s claims against Facebook and Samsung for trial in the prior suit, and Summit 6’s decision to not contest severance at that time. Apple’s Motion, Doc. 112 at 1, 7. Yet Apple’s Motion is dramatically different from Facebook’s prior motion. In Facebook’s motion, severance was requested shortly before trial. *See* the previous Summit 6 case, Doc. 508, APPX0093. In contrast, Apple’s current motion is requested while discovery is ongoing and trial is more than a year away. Further, the severed claims in the previous Summit 6 case involved only two defendants and Facebook and Samsung shared a single infringement claim between them. *Id.* In this case, all Defendants remain and they each share several common infringement claims. Many proceedings have yet to take place, including claim construction, motions for summary judgment, and expert discovery. Severance at this stage would only cause delay and increase costs for the parties and the Court.

IV. CONSOLIDATION IS REQUESTED AND APPROPRIATE IF SUMMIT 6’S CLAIMS AGAINST APPLE ARE SEVERED.

If the Court grants Apple’s Motion, Summit 6 requests pre-trial consolidation of its case against Apple and the case against the remaining Defendants. Even where joinder fails under Rule 20, courts have “considerable discretion to consolidate cases for discovery and trial.” *In re*

EMC, 677 F.3d at 1360. This case is sufficiently underway¹⁰ and consolidation will ease the significant burden of claim construction, expert discovery, and other motion practice. *See id.*; *Oasis Research, LLC v. Carbonite, Inc.*, No. 4:10-CV-435, 2012 U.S. Dist. LEXIS 115718, *19–21 (E.D. Tex. Aug. 15, 2012) (noting consolidation of infringement claims ensures efficient use of judicial resources under the AIA). Further, Apple never disputed the appropriateness of consolidation, and other courts approve of its use in a case such as this. *See id.* Summit 6 also urges the Court to consolidate the cases for trial for the same reasons noted above in Section III.

V. IF SEVERED, THE CLAIMS AGAINST APPLE SHOULD NOT BE TRANSFERRED TO CALIFORNIA.

As explained above, Apple’s Motion is without merit and should be denied. This denial should also operate as a denial of Apple’s renewed request for transfer, which is contingent on the Court granting severance. Apple’s Motion, Doc. 112 at 9. Even if the Court grants Apple’s Motion, it should not transfer Summit 6’s claims against Apple to the Northern District of California (“NDCA”). For the reasons Summit 6 set forth in its Response to Defendants’ Joint Motion to Transfer, Defendants fail to show that the NDCA is a “clearly more convenient” venue. *See* Summit 6’s Response, Doc. 118. Apple has significant ties to Texas and has admitted under oath that it is just as convenient for Apple to try patent cases in Texas as it is in any other district. Further, the public and private interest factors either are neutral or favor keeping this case in the Northern District of Texas.

VI. CONCLUSION

Summit 6 requests that the Court deny Apple’s Motion. If the Court finds severance appropriate, Summit 6 requests consolidation of its case against Apple and the remaining Defendants for purposes of pre-trial proceedings.

¹⁰ Summit 6 has already served its infringement contentions, accompanying document production, and will be responding to Requests for Production with yet another document production this week. The Court has also entered a Scheduling Order, Discovery Order, ESI Order, and Protective Order.

Dated: July 16, 2014

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 16, 2014, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system. Any other counsel of record will be served in accordance with the Federal Rules of Civil Procedure.

s/ Ashley N. Moore
Ashley N. Moore

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JURY TRIAL DEMANDED

1

1. Attached hereto as Exhibit 1 is a true and correct copy of the Memorandum and Opinion Order, filed in *Smartflash LLC v. Apple, Inc.*, No. 6:13-cv-447, In the United States District Court for the Eastern District of Texas, Doc. 122, dated April 4, 2014.

2. Attached hereto as Exhibit 2 is a true and correct copy of Summit 6's Infringement Contentions to Apple, Inc. for U.S. Patent 7,765,482 (Claim 1 only).

3. Attached hereto as Exhibit 3 is a true and correct copy of the Twitter Developers website page, titled "*Get Help/Configuration*," at <https://dev.twitter.com/docs/api/1/get/help/configuration>, dated August 25, 2012.

4. Attached hereto as Exhibit 4 is a true and correct copy of the Twitter Help Center website article, titled "*About the Twitter for iOS Integration*," previously located at dated 2014.

5. Attached hereto as Exhibit 5 is a true and correct copy of Apple Support website article, "*iOS: Using Facebook, Twitter, and Other Social Network Accounts*," previously located at <https://support.twitter.com/articles/20169494#>, dated July 15, 2014.

6. Attached hereto as Exhibit 6 is a true and correct copy of the Order Granting Facebook, Inc.'s Opposed Motion to Sever, filed in *Summit 6, LLC v. Research in Motion et al*, No. 6:11-cv-367-O, In the United States District Court for the Eastern District of Texas, Doc. 508, dated February 6, 2013

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on July 16, 2014 in Dallas, Texas.

s/ Ashley Moore
Ashley Moore

Exhibit 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

SMARTFLASH LLC, et al.,

Plaintiffs,

v.

APPLE, INC., et al.,

Defendants.

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CIVIL ACTION NO. 6:13-cv-447

MEMORANDUM AND OPINION ORDER

Before the Court are defendant Apple, Inc.’s Motions to Sever and Transfer Venue (Doc. Nos. 45 & 46). The matter has been fully briefed (Doc. Nos. 45, 46, 52, 55, 61, 62, 74 & 75). For the reasons set forth below, the motions are **DENIED**.

BACKGROUND

Plaintiffs Smartflash LLC and Smartflash Technologies Limited filed this action against Apple, Inc., Robot Entertainment, Inc., KingIsle Entertainment, Inc., and Game Circus LLC alleging infringement of the following patents: U.S. Patent No. 7,334,720; U.S. Patent No. 7,942,317; U.S. Patent No. 8,033,458; U.S. Patent No. 8,061,598; U.S. Patent No. 8,118,221; and U.S. Patent No. 8,336,772. Doc. No. 1 at 8–15. Plaintiffs accuse Apple of infringement, arguing that it “makes, uses, offers to sell, sells, and/or imports Apple’s Accused Instrumentalities within the United States or into the United States.” *Id.* at 8. Apple is also accused of indirectly infringing the patents-in-suit by inducing the infringement of “resellers, app developers and publishers, digital content publishers, and end-user customers.” *Id.* This includes the three other defendants who all develop apps for Apple products.

On October 18, 2013, Apple filed its Motion to Sever (Doc. No. 45) and its Motion to Transfer Venue Pursuant to 28 U.S.C. § 1404(a) (Doc. No. 46). Apple contends that the joinder of Robot Entertainment, Inc., KingIsle Entertainment, Inc., and Game Circus LLC is improper, and that the case should be severed into four separate actions. Apple also contends that the Northern District of California is a more convenient forum than the Eastern District of Texas and seeks to transfer venue pursuant to 28 U.S.C. § 1404(a).

APPLICABLE LAW

Joinder is normally governed by Federal Rule of Civil Procedure 20. However, in actions involving patents, joinder is governed by the Leahy–Smith America Invents Act (AIA), 35 U.S.C. § 299. Under the AIA, accused infringers cannot be joined in one action based solely on allegations that they each have infringed the patent or patents in suit. 35 U.S.C. § 299(b). Instead, patent defendants may be joined only if:

- (1) Any right to relief is asserted against the parties jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences relating to the making, using, importing into the United States, offering for sale, or selling of the same accused product or process; and
- (2) Questions of fact common to all defendants or counterclaim defendants will arise in the action.

35 U.S.C. § 299(a).

“While transfer motions are governed by regional circuit law, motions to sever are governed by Federal Circuit law because joinder in patent cases is based on an analysis of the accused acts of infringement, and this issue involves substantive issues unique to patent law.” *In re EMC Corp.*, 677 F.3d 1351, 1354 (Fed. Cir. 2012). If parties are misjoined in violation of the

AIA, Federal Rule of Civil Procedure 21 provides the remedy of severance. FED. R. CIV. P. 21 (“On motion or on its own, the court may at any time, on just terms, add or drop a party. The court may also sever any claim against a party.”).

The case law analyzing Section 299 of the AIA is still relatively limited. But in *In re EMC I*, the Federal Circuit did clarify the test for joinder in patent cases under Rule 20. Courts have looked to *In re EMC* for guidance on how the Federal Circuit might address the AIA. See *Golden Bridge Tech., Inc. v. Apple, Inc.*, No. 2:12-cv-4014-ODW, 2012 WL 3999854, at *2 (C.D. Cal. Sept. 11, 2012); *Digitech Image Technologies, LLC v. Agfaphoto Holding GmbH*, No. 8:12-cv-1153-ODW, 2012 WL 4513805, at *2 (C.D. Cal. Oct. 1, 2012); *MGT Gaming, Inc., v. WMS Gaming, Inc.*, 3:12-cv-741, 2013 WL 5755247 (S.D. Miss. Oct. 23, 2013).

In *In re EMC I*, the Federal Circuit held that joinder is only appropriate when the accused products or processes are the same in respects relevant to the patent. *In re EMC Corp.*, 677 F.3d at 1359. The fact that the products are the same is not sufficient though. *Id.* The claims against each independent defendant must share an aggregate of operative facts. *Id.* This requires “shared, overlapping facts that give rise to each cause of action.” *Id.* “Unless there is an actual link between the facts underlying each claim of infringement, independently developed products using differently sourced parts are not part of the same transaction, even if they are otherwise coincidentally identical.” *Id.* This two part test is very similar to the first two prongs of the AIA. See 35 U.S.C. § 299(a).

Even if these requirements are met, “district courts have the discretion to refuse joinder in the interest of avoiding prejudice and delay, ensuring judicial economy, or safeguarding principles of fundamental fairness.” *In re EMC*, 677 F.3d at 1360 (citing *Acevedo*, 600 F.3d 516, 521 (5th Cir. 2010)). In reaching a conclusion, a court should “examine whether permissive

joinder would ‘comport with principles of fundamental fairness’ or would result in prejudice to either side.” *In re Nintendo Co., Ltd.*, 2013 WL 5345899 at *5 (Fed. Cir. Sept. 25, 2013) (citing *Coleman v. Quaker Oats Co.*, 232 F.3d 1271, 1296 (9th Cir. 2000)).

DISCUSSION

Apple does not dispute that it is properly joined with each of the app developer defendants. Doc. No. 45 at 9. Instead, Apple argues that the three app-developer defendants are improperly joined with each other and should be severed.¹ *Id.* at 1. Apple contends that once the three developers are severed from each other, the prohibition on claim splitting prevents Smartflash from maintaining three separate actions against Apple. *Id.* Thus, Apple’s argument hinges on the joinder of the three developer defendants.

I. AIA Joinder Requirements

The AIA establishes a three part test for joinder of patent defendants that are not jointly or severally liable. The right to relief must: (1) relate to the same accused product or process; (2) arise out of the same series of transactions or occurrences; and (3) there must be questions of fact common to all defendants. 35 U.S.C. § 299(a).

1. *Same Product or Process*

The first element of section 299 requires that the alleged acts of infringement relate to the same accused product or process. 35 U.S.C. § 299(a)(1).

Apple argues that the developer defendants are misjoined because they each developed different apps that perform different processes. Doc. No. 45 at 3. Apple contends that while there are similarities between the apps, they are insufficient to establish proper joinder under the AIA. *Id.* at 4–5.

¹ The app-developer defendants have not alleged improper joinder. Robot Entertainment, Inc. has consented to Apple’s motion and the other two defendants do not oppose it. Doc. No. 45 at 1 n.1.

Smartflash argues that joinder is proper because it sued the Defendants based on their use of the same in-application payment process. Doc. No. 52 at 5. According to Smartflash, this payment functionality, meets crucial limitations for a number of claims in the patents-in-suit. *Id.* at 6. The payment functionality is provided through Apple's Store Kit, which developers are required to use. *Id.* Smartflash argues that Apple's involvement ensures that the in-application payment functionality is consistent across all apps. *Id.* at 7. Since this functionality is integral to Smartflash's infringement claims, they contend the claims involve the same accused product or process.

Case law analyzing the "same product or process" requirement is still relatively scarce. Although not interpreting section 299, *In re EMC* stated that joinder is only proper "where the accused products or processes are the same in respects relevant to the patent." *In re EMC*, 677 F.3d at 1359. Apple contends that all relevant portions of the product or process must be identical. Doc. No. 61 at 2. According to Apple, the accused Apps have additional functionality that the developers themselves must provide. *Id.* at 3. Smartflash responds that the 'sameness test' should be consistent with how the term is used in other aspects of patent law. Doc. No. 52 at 4 n.3. Smartflash proposes that if a component or step in the process meets a limitation in the claim of the asserted patent, and the process is identical across devices, the devices relate to the same product or process. *Id.* at 5. Additionally, Smartflash argues that even if Apple's interpretation is correct, joinder is still proper because the Defendants use Apple's Store Kit framework to infringe all elements of several claims. *Id.* at 1–2.

It is clear that the three apps in question have additional functionality added by the developers. It is not the entire app that is allegedly infringing though. Smartflash alleges infringement by the in-app payment functionality that is present in each of the developer's apps.

Doc. No. 1 at ¶ 74, 86, 91. The payment process is a component of the app software and allegedly infringes entire claims of the patents-in-suit. Although the apps may not be identical to each other in their entirety, infringement allegations are directed to the software implementation of the in-app purchasing functionality. The developer defendants allegedly infringe this functionality in the same way through their use the Apple Store Kit framework. Therefore the processes are the same in “respects relevant to the patent.” *In re EMC*, 677 F.3d at 1359. Since section 299 only requires “any right to relief” to be the same, there is not misjoinder if joinder is proper for one or more claims. *See Omega Patents, LLC v. Skypatrol, LLC*, 2012 WL 2339320 (S.D. Fla. June 19, 2012).

2. Same Series of Transactions or Occurrences

In addition to using the same process, the alleged infringement must also arise out of the same series of transactions or occurrences. Apple argues that each sale of the accused apps is independent and therefore not part of the same transaction or occurrence. Doc. No. 45 at 8. Smartflash contends that the infringements do arise out of the same transaction or occurrence because they meet several of the factual considerations that the Federal Circuit outlined in *In re EMC I*. Doc. No. 52 at 9–10.

While the AIA added a “same product or process” requirement for joinder, the “same transaction or occurrence” requirement was always part of the Rule 20 analysis. 35 U.S.C. § 299(a); FED. R. CIV. P. 20(a)(2)(A). To satisfy the “same transaction or occurrence” test, there must be an actual link between the facts underlying each claim of infringement. *In re EMC*, 677 F.3d at 1359. Patent-infringement claims against independent defendants (i.e., situations in which the defendants are not acting in concert) cannot be joined under Rule 20's transaction-or-occurrence test unless the claims of infringement asserted against each defendant share an

aggregate of operative facts. *In re EMC Corp.*, 677 F.3d 1351, 1359 (Fed. Cir. 2012). Even if they are coincidentally identical, independently developed products using differently sourced parts are not part of the same series of transactions or occurrences. *In re EMC*, 677 F.3d at 1350.

The language of the AIA states that defendants may be joined if a right to relief is “asserted jointly, severally, or *in the alternative* with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences” 35 U.S.C. § 299(a) (emphasis added). The statutory language makes it clear that the requirements for ‘same transaction or occurrence’ must be less stringent than what would be required for joint liability. *TRW Inc., v. Andrews*, 534 U.S.19, 31 (2001) (“it is a cardinal principle of statutory construction that a statute ought, upon the whole, to be so construed that, if it can be prevented, no clause, sentence, or word shall be superfluous, void, or insignificant.”) (internal quotation marks omitted). Thus the “logical relationship” between the parties does not need to be so entwined that they are working in concert. *In re EMC*, 677 F.3d at 1356.

The Federal Circuit provided a non-exhaustive list of factors to consider when determining whether defendants share an aggregate of operative facts. *See In re EMC*, 677 F.3d at 1359–60. These factors include: (1) “whether the alleged acts of infringement occurred during the same time period; (2) the existence of some relationship among the defendants; (3) the use of identically sourced components; (4) licensing or technology agreements between the defendants; (5) overlap of the products’ or processes’ development and manufacture; (6) and whether the case involves a claim for lost profits.” *Id.* at 1359–1360.

Here the “logical relationship” between the three developers is that they are all accused of using the Store Kit framework to develop their allegedly infringing in-app payment functionality. The developer defendants are alleged to have infringed during the same time period using

commonly sourced components. Since this case is software centric, the identically sourced component is the framework that was provided by Apple's Store Kit. In using the Apple Store Kit, the three developers share an aggregate of operative facts that link them beyond just allegedly infringing the same patent. These are not independent actors who allegedly infringe the same patents by coincidence. The three developers did not independently create their payment verification system. Smartflash asserts it was done using the framework provided by Apple's Store Kit, with cooperation from Apple, to meet Apple's compatibility and standard requirements. The common usage of Apple's Store Kit is the "actual link" between the facts underlying each claim of infringement. See *Vertical Computer Systems, Inc. v. LG Electronics Mobilecomm U.S.A., Inc.*, No. 2:10-cv-490 JRG, 2013 WL 2241947 at *6 (finding proper joinder between independent hardware manufacturers when relevant software was sourced from the same company to meet the same compatibility requirements).

One clear requirement for the AIA's joinder analysis is that defendants should not be joined merely for infringing the same patent. 35 U.S.C. § 299(b). Here, the Defendants share a logical relationship that distinguishes them from what Congress sought to prevent; a multitude of completely unrelated defendants joined together in one action.

3. Questions of Fact Common to All Defendants

The parties do not appear to dispute that there will be questions of fact common to all defendants in this case. Indeed, due to the logical relationship between the Defendants, and the overlapping issues of invalidity and claim construction, there will be common questions of fact.

II. Fairness Analysis

Even if the requirements for joinder are met, a court must still consider whether joining the defendants would be convenient and fair. *In re Nintendo Co., Ltd.*, 2013 WL 5345899 at *5.

Apple contends that severance would be more efficient for each of the developer defendants since the allegations against them are much narrower than those against Apple. Doc. No. 45 at 12. Apple argues that joinder is not necessary for the indirect infringement claims since each defendant can be independently liable in their respective cases. *Id.*

The rules for joinder attempt to strike a balance between efficiency and fairness to the parties. *United Mine Workers of America v. Gibbs*, 383 U.S. 715, 724 (1996). Here, keeping the four defendants joined is the most efficient outcome and does not unfairly prejudice any of the parties. While each defendant can be held independently liable for acts of indirect infringement, this outcome would only increase the chance of inconsistent results if all parties were severed. Furthermore, while the claims against Apple might be broader, they are inherently tied to the cases against each developer through Apple's Store Kit. Therefore discovery in the Apple case will likely be relevant to all of the developer defendants.

One fairness concern is that the joinder of a large number of claims and defendants could “deprive defendants of ‘a meaningful opportunity to present individualized defenses on issues such as infringement, willfulness, and damages because each defendant will have limited opportunities to present its own defense to the jury.’” *In re Nintendo*, 2013 WL 5345899 at *5 (citing *In re EMC*, 677 F.3d at 1355). This is not a situation where wholly unrelated defendants have been joined through six degrees of separation. Instead, there are four defendants who are linked through their allegedly infringing use of the same software framework. It is not fundamentally unfair or prejudicial for these four defendants to be joined together in one action. Therefore Apple, Inc.'s Motion to Sever (Doc. No. 51) is **DENIED**.

MOTION TO TRANSFER VENUE

The Court now turns to Apple’s motion to transfer venue. Section 1404(a) provides that “[f]or the convenience of parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought.” 28 U.S.C. § 1404(a). The goals of § 1404(a) are to prevent waste of time, energy, and money, and also to protect litigants, witnesses, and the public against unnecessary inconvenience and expense. *Van Dusen v. Barrack*, 376 U.S. 612, 616 (1964). Ultimately it is within a district court’s sound discretion to transfer venue under 28 U.S.C. § 1404(a), but the court must exercise its discretion in light of the particular circumstances of the case. *Hanby v. Shell Oil Co.*, 144 F. Supp. 2d 673, 676 (E.D. Tex. 2001); *Mohamed v. Mazda Corp.*, 90 F. Supp. 2d 757, 768 (E.D. Tex. 2000). The party seeking transfer of venue must show good cause for the transfer. *In re Volkswagen of America, Inc.*, 545 F.3d 304, 315 (5th Cir. 2008) (“*Volkswagen II*”); *In re TS Tech USA Corp.*, 551 F.3d 1320. The moving party must show that the transfer is “clearly more convenient.” Otherwise, a plaintiff’s choice of venue must be respected. *In re TS Tech USA Corp.* 551 F.3d at 1320.

When deciding whether to transfer venue, a district court balances two categories of interests: the private interests, *i.e.*, the convenience of the litigants, and the public interests in the fair and efficient administration of justice. *Id.* at 1319. The private interest factors weighed by the court include: “(1) the relative ease of access to sources of proof; (2) the availability of compulsory process to secure attendance of witnesses; (3) the cost of attendance for willing witnesses; and (4) all other practical problems that make trial of a case easy, expeditious, and inexpensive.” *Id.* The public interest factors include: “(1) the administrative difficulties flowing from court congestion; (2) the local interest in having localized interests decided at home; (3) the

familiarity of the forum with the law that will govern the case; and (4) the avoidance of unnecessary problems of conflicts of laws or in the application of foreign law.” *Id.* None of the factors are dispositive on their own. *Id.*

DISCUSSION

Smartflash does not dispute that this case could have been brought in the Northern District of California. Since the initial threshold has been met the Court turns to the public and private interest factors.

A. Private Factors

1. Relative Ease of Access to Sources of Proof

Physical accessibility to sources of proof is an important private interest factor. *In re Volkswagen II*, 545 F.3d 304 at 316. This factor turns on which party will have the greater volume of documents relevant to the litigation and their presumed location in relation to the current and proposed venues. *See In re Nintendo*, 589 F.3d at 1199; *In re Genetech, Inc.*, 566 F.3d 1338, 1345 (Fed. Cir. 2009); *In re Volkswagen II*, 545 F.3d at 314–15. Documents that have been moved to a particular venue in anticipation of litigation should not be considered in the analysis. *In re Hoffman-La Roche, Inc.*, 587 F.3d 1333, 1336–73 (Fed. Cir. 2009). The bulk of discovery material related to a party is presumed to be located at the company headquarters. *In re Acer Am. Corp.*, 626 F.3d 1252, 1256 (Fed Cir. 2010).

Apple argues that the relevant documents related to the research, design, development, marketing, and sales of the accused products are located in the Northern District of California. Doc. No. 46 at 7. Apple also contends that any documents related to the prosecution of the patents-in-suit are likely located in San Francisco along with the attorneys who prosecuted them. *Id.* Additionally, Apple argues that any documents located in this district were brought here by

Smartflash LLC for the sole purpose of litigation and should not be considered in the venue analysis. *Id.* at 7–8.

Smartflash responds that this case is not California centric, but instead one with international scope. Doc. No. 55 at 4. Smartflash argues that since the technology was developed in the United Kingdom and marketed abroad, relevant documents and witnesses will come from Europe. *Id.* Smartflash also contends that potential relevant documents and witnesses are located in Texas and fifteen other states. *Id.* at 5. Lastly, Smartflash contends that there are relevant witnesses and evidence located in this district. *Id.*

Significant sources of proof are located in both this district and the Northern District of California. Apple is headquartered in the Northern District of California. It possesses information relevant to the research, design, marketing, and sales of its products. But this is not the only relevant evidence in this case. Smartflash also alleges that Apple has induced the infringement of others, including the app developer defendants. Doc. No. 1 at ¶ 56, 59. Two of these defendants are headquartered in this district and the third is headquartered in Dallas which is in the Northern District of Texas. Additionally, Smartflash LLC’s principal place of business is in the Eastern District of Texas. While the bulk of the documents for Apple might be in the Northern District of California, the other parties’ documents are located in and near the Eastern District of Texas. *See In re Acer Am. Corp.*, 626 F.3d at 1256 (Finding that primary offices are likely to house potential sources of proof). Thus, this factor is neutral.

2. Availability of Compulsory Process

The second private interest factor for a Court to consider is the availability of compulsory process to secure the attendance of third-party witnesses. *In re Volkswagen II*, 545 F.3d at 316. This factor weighs heavily in favor of transfer if a transferee venue has “absolute subpoena

power.” *Id.* A court has “absolute subpoena power” if it has subpoena power for both depositions and for trial. *In re Hoffman-La Roche, Inc.*, 587 F.3d at 1338.

As a court in this district has recently noted, Federal Rule of Civil Procedure 45 was amended in 2013. *Virtualagility, Inc., v. Salesforce.com, Inc., et al.*, Civ. Action No. 2:13-cv-011, Doc. No. 140 at 8 (E.D. Tex. January 31, 2014). Regardless of the trial venue, parties can now secure the depositions of non-party witnesses. Under amended Rule 45(a)(2), a court can issue nationwide deposition subpoenas as long as the deposition is to be taken within 100 miles of the witness’s residence or regular place of business. FED. RULE CIV. P. 45(a)(2), 45(c)(1)(A). This gives parties the option to depose non-party witnesses near their residence or place of business and then present the deposition testimony at trial. FED. R. CIV. P. 32(a)(4) (allowing a party to use the deposition of a witness if the witness is more than 100 miles from the location of the hearing or trial).

Apple identifies five relevant witnesses subject to compulsory process in the Northern District of California. Doc. No. 46 at 8. All five are attorneys who prosecuted the patents-in-suit. *Id.* Smartflash responds that these attorneys served only as local U.S. counsel and do not possess any information that is not contained in the prosecution history documents. Doc. No. 55 at 6–7. Additionally, Smartflash argues that subpoenaing these attorney witnesses is unlikely to be necessary since their firm currently represents Apple. *Id.* Smartflash also believes that employees from Gemalto S.A. will be relevant to its willfulness allegations. *Id.* at 7. Since Gemalto’s headquarters is located in Austin, Texas, Smartflash contends its employees are likely within the trial subpoena power for this Court. *Id.* at 7–8. Smartflash also references former employees of the developer defendants who might live or work in the district and be relevant unwilling witnesses. *Id.* at 8.

Neither this Court nor the Northern District of California has absolute subpoena power under Rule 45(c)(1)(A) over all the identified non-party witnesses. The Northern District of California does have subpoena power over five prosecuting attorneys who worked on the patents-in-suit. But, as Apple admits, at least four of these attorneys² work for a firm that currently represents Apple. Doc. No. 62 at 2. This reduces the likelihood that these witnesses will be unwilling and that compulsory process will be necessary. Furthermore, under amended Rule 45, this Court can subpoena these witnesses for depositions. Defendants need only arrange a location that is within 100 miles of the witnesses' work or residences. Since the witnesses are located in the Northern District of California, along with Apple's headquarters, it should not be inconvenient for Apple to depose them. Thus, the only difference between the two venues is whether Apple can secure live testimony from these witnesses.

Apple has not addressed how it would be prejudiced by presenting depositions instead of live testimony for these witnesses. Any such prejudice would likely be minimal if the subject matter of their testimony is also publicly available in the prosecution history documents. If necessary, video depositions could always be offered into evidence as an acceptable substitute. *See Battle ex rel. Battle v. Mem'l Hosp. at Gulfport*, 228 F.3d 544, 554 (5th Cir. 2000) (finding that video depositions allow jurors to gauge a witness's attitude based on motions, facial expressions, demeanor, and voice inflections). While there are intangible benefits to live testimony, the use of deposition testimony for these witnesses would not seriously inconvenience or prejudice Apple.

Conversely, any third party witnesses located in Austin, Texas cannot be compelled to attend trial in the Northern District of California. While either district can subpoena these

² Smartflash contends that the fifth attorney, Jason Lohr, also works for a firm that represents Apple. Doc. No. 75 at 3.

witnesses for depositions, this district can potentially subpoena these witnesses for trial. FED. R. Civ. P. 45(c)(1)(B)(ii) (stating that a subpoena can command a person to attend trial in the state where they reside, are employed, or regularly transact business in person, if the person would not incur substantial expense). Plaintiff has also referenced potential former employees of the developer defendants who may be located in the Eastern District of Texas. Since this identification is vague, it is afforded less weight in the analysis. *See Novelpoint Learning v. Leapfrog Enter.*, No. 6:10-cv-229, 2010 WL5068146, at *6 (E.D. Tex. Dec. 6, 2010) (stating that the Court will not base its conclusion on unidentified witnesses). Therefore, considering the convenience of both parties, this factor is neutral.

3. Cost of Attendance for Willing Witnesses

“The convenience of the witnesses is probably the single most important factor in the transfer analysis.” *In re Genentech, Inc.*, 556 F.3d at 1342. When analyzing this factor, all parties and witnesses must be considered. *Volkswagen I*, 371 F.3d at 204. The Fifth Circuit has adopted a “100 mile rule” to assist with analyzing this factor. *See In re Volkswagen I*, 371 F.3d at 204–05. “When the distance between an existing venue for trial of a matter and a proposed venue under § 1404(a) is more than 100 miles, the factor of inconvenience to witnesses increases in direct relationship to the additional distance to be traveled.” *Id.* at 205. However, the “100 mile rule” should not be rigidly applied. *See in re Genentech*, 566 F.3d at 1344. When a witness will be required to travel “a significant distance no matter where they testify,” then that witness is discounted for purposes of the “100 mile rule” analysis. *See id.* (discounting European witnesses in the convenience analysis between Texas and California). Additionally, in cases where no potential witnesses are residents of the court’s state, favoring the court’s centrality is improper. *Id.* at 1344. Thus, this factor favors transfer when a “substantial number of material

witnesses reside in the transferee venue” and no witnesses reside in the transferor venue, even if the transferor venue would be more convenient for all of the witnesses. *Id.* at 1344–45.

According to Apple, the vast majority of relevant engineers and employees work or reside in the Northern District of California. Doc. No. 46 at 9. Apple specifically identifies seven witnesses who have factual knowledge of the sales, design, and operations of the accused products. *Id.* Apple contends that travel for these witnesses would impose a significant burden since Tyler, Texas is roughly 1500 miles from the Northern District of California. *Id.* at 10.

Smartflash also identifies several relevant witnesses. First, Smartflash names Smartflash LLC’s Chief Technical Officer, Patrick Racz. Doc. No. 55 at 9. Smartflash argues that the Eastern District of Texas is more convenient for Mr. Racz since he regularly conducts business here. *Id.* Smartflash also contends that the Eastern District is less costly for the local party and non-party witnesses. *Id.* Additionally, Smartflash argues that this district is more convenient for international witnesses like the inventors of the patents-in-suit. *Id.* Smartflash contends that these witnesses are closer to Tyler and that flights and lodging expenses for Tyler would be cheaper than the San Francisco alternatives. *Id.* at 9–10.

Apple has shown that the Northern District of California would be more convenient for at least seven relevant witnesses. In contrast, Smartflash has shown that this district would be more convenient for one witness, CTO Patrick Racz. Since the international witnesses will have to travel a significant distance regardless of the venue, they are discounted for the “100 mile” rule analysis. *See in re Genentech*, 566 F.3d at 1344. Smartflash has also made reference to local party and non-party witnesses. It is very likely that there are relevant local witnesses in this district working for the three app-developer defendants. But, without knowing how many there

are, it is difficult to properly account for them in the analysis. Based on the witnesses identified, this factor weighs in favor of transfer.

4. Other Practical Problems

Other practical problems include those that are rationally based on judicial economy. The existence of duplicative suits involving the same or similar issues may create practical difficulties that will weigh heavily in the transfer analysis. *In re Volkswagen of Am., Inc.*, 566 F.3d 1349, 1351 (Fed. Cir. 2009). Furthermore, “the existence of multiple lawsuits involving the same issues ‘is a paramount consideration when determining whether a transfer is in the interest of justice.’” *In re Vicor Corp.*, 493 Fed. App’x 59, 61 (Fed. Cir. 2012) (quoting *In re Volkswagen III*, 566 F.3d at 1351).

Defendant Apple is currently joined with three app developer co-defendants. Two of these developer defendants are located in this district and the third is located in Dallas, Texas. Even if Apple were severed and transferred, this district would be more convenient for the developer defendants. These claims would involve the same plaintiffs, patents, and many overlapping issues since they are accused of indirect infringement along with Apple. Transferring Apple would lead to two separate cases addressing the same issues in two different courts.

Further, there is a related case against Samsung and HTC entities. *See Smartflash LLC v. Samsung Electronics Co., Ltd. et al*, Cause No. 6:13-cv-448 MHS-KNM. The case against Samsung and HTC involves the same plaintiffs and patents as Apple’s case. Keeping these two cases together will preserve time and resources for the parties and promote judicial economy. *In re EMC Corp.*, 501 Fed. App’x 973, 976 (Fed. Cir. 2013) (citing *In re Vistaprint*, 628 F.3d 1342, 1346–47; *Volkswagen III*, 566 F.3d at 1351 (“judicial economy is served by having the same

district court try the cases involving the same patents”). Accordingly, this factor weighs against transfer.

B. Public Interest Factors

1. The Administrative Difficulties Flowing From Court Congestion

The speed with which a case can come to trial and be resolved is a factor in the transfer analysis. This factor is the most speculative and should not alone outweigh the other factors. *In re Genentech*, 566 F.3d at 1347.

Apple offers 2011 and 2012 statistics comparing the average time to trial for patent cases in this district and the Northern District of California. Doc. No. 46 at 12. Apple argues that this factor should not weigh against transfer since these statistics are unpredictable. *Id.* Smartflash responds by citing statistics showing that the average time to trial is a little over six months faster in this district than the Northern District of California. Doc. No. 55 at 13–14.

Both parties have offered competing statistics. The differences between the parties’ statistics and the potential for year to year fluctuations highlight the speculative nature of this factor. Thus, this factor is neutral.

2. Local Interest

“[J]ury duty is a burden that ought not be imposed upon the people of a community which has no relation to the litigation.” *In re Volkswagen I*, 371 F.3d at 206 (citing *Gulf Oil Corp. v. Gilbert*, 330 U.S. 501, 508–09 (1947)). This factor analyzes the “factual connection” that a case has with the transferee and transferor venues. *Id.* Local interests that could apply to any judicial district or division in the United States are disregarded in favor of particularized local interests. *In re TS Tech*, 551 F.3d at 1321; *In re Volkswagen II*, 545 F.3d at 318

(disregarding local interest of citizens who use the widely sold product within the transferor venue in a products liability suit).

Apple argues that the Northern District of California has a strong interest in this case since it is the center of gravity for the case. Doc. No. 46 at 12. Apple contends that this factor should weigh in favor of transfer since Smartflash's allegations call into question the work and reputation of Apple and its employees. *Id.* at 13.

Smartflash responds that it has sued three local defendants along with Apple. Doc. No. 55 at 14. Smartflash argues that this case calls these defendants' work into question as much as Apple's. *Id.* at 14–15.

Both districts have a specific local interest in this case. While Apple's headquarters is in the Northern District of California, two of the developer defendants are located in this district. Smartflash alleges claims of infringement against both defendants. Furthermore, the indirect infringement claims against Apple are centered on its conduct with these developer defendants. Since there are defendant headquarters and employees in both districts, this factor is neutral.

3. Remaining Public Factors

The remaining two public factors, familiarity of the forum with governing law and conflicts of law, are not disputed by the parties. Accordingly, these factors are neutral.

CONCLUSION

For the reasons stated above, Apple's Motion to Sever (Doc. No. 45) is **DENIED**. Additionally, Apple has failed to show that transfer of this case to the Northern District of California is clearly more convenient for the parties and witnesses. One factor weighs in favor of transfer, one factor weighs against transfer, and the rest are neutral. Severing and transferring Apple would result in serious inefficiencies in judicial economy. Alternatively, transferring all

four defendants in this case would be convenient for Apple, but would result in the three co-defendants being transferred from a more convenient venue. Thus, the Northern District of California is not clearly more convenient for all parties. Therefore, Apple's Motion to Transfer Venue Pursuant to 28 U.S.C. § 1404(a) (Doc. No. 46) is **DENIED**. Apple's Motion to Stay (Doc. No. 98) and Motion for Hearing on Motion to Stay (Doc. No. 115) are **DENIED** as **MOOT**.

So ORDERED and SIGNED this 4th day of April, 2014.


K. NICOLE MITCHELL
UNITED STATES MAGISTRATE JUDGE

Exhibit 2

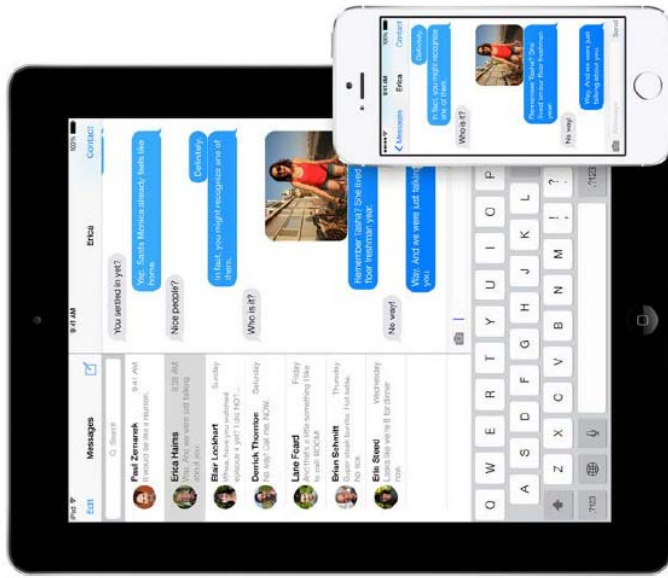
Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

Claim 1	Accused Products ¹
<p>1. A computer implemented method of pre-processing digital content in a client device for subsequent electronic publishing, comprising:</p>	<p>The Accused Products perform a computer implemented method of pre-processing digital content in a client device for subsequent electronic publishing.</p> <p>For example:</p> <p>The Accused Products perform a computer implemented method of pre-processing (<i>e.g.</i>, resizing, compressing, reformatting, etc.) digital content (<i>e.g.</i>, photos, video, audio) in a client device (<i>e.g.</i>, the iPhones, iPads, and other products listed in Exhibit A) for subsequent electronic publishing (<i>e.g.</i>, using at least iMessage, MMS, and native Twitter functionality).</p> <p>For example, the Accused Products perform pre-processing of photos, video, and/or audio, and those pre-processed photos are later electronically published through iMessage and/or MMS² as illustrated by Apple's website below:</p>

¹The Accused Products include all of the devices listed in the attached Accused Products List in Exhibit A and any other product uncovered during discovery capable of pre-processing audio, video, or image content before transmission. This includes, but is not limited to, smartphones, tablets, and mobile phones. This includes but is not limited to Apple's servers and infrastructure. Although these infringement contentions depict photo upload capabilities, it should be understood that the claims are equally applicable to video and audio upload capabilities. Although these infringement contentions include screenshots of, for example, specific iOS versions, it should be understood that the claims are equally applicable to other iOS versions and devices. Summit 6 reserves the right to add additional information and infringement theories once discovery begins in this case, particularly once the defendants produce their technical documents and source code.

² Note that for infringement involving MMS, Summit 6 is not accusing products incapable of supporting MMS, such as the iPad (first generation) and the iPod Touch (third generation). Similarly, for infringement involving iMessage, Summit 6 is not accusing products incapable of supporting iMessage, such as the iPhone 3G. To the extent Summit 6 learns, through discovery, that such products are capable of supporting such functionality, Summit 6 reserves the right to accuse such products at that time.

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iOS 7 – Messages, Apple website, October 2013

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Exchange words.

Or photos. Or videos.

iMessage lets you send messages back and forth with anyone on iPad, iPhone, iPod touch, or a Mac running Mountain Lion or later. Send photos, videos, locations, and contacts, too. If you have more than one Apple device,

iMessage keeps the conversation going across

iOS 7 – Messages, Apple website, October 2013

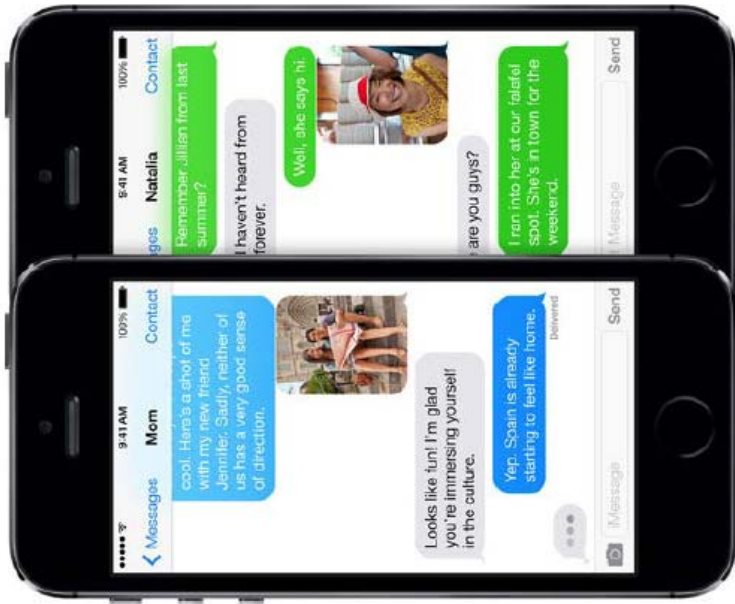
all of them. And you can text and send photos and videos via MMS to other mobile phones over cellular networks. Even ask [Siri](#) to text for you. Just say “Tell Peter I’m on my way” and Siri writes your message and fires it off.

iOS 7 – Messages, Apple website, October 2013

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iMessages are blue.
So you're not.

On iPhone, when your text bubble is blue instead of green, you'll know you're using iMessage instead of SMS. You'll know that you can get a quicker response. You'll know that the text session is free. You'll know it's been sent to all your recipients' Apple devices. And you'll know they received the text. SMS texters will be green with envy.



iOS 7 – Messages, Apple website, October 2013

- On iPhone, if iMessage is unavailable, the message may be sent as SMS or MMS, depending on content. Carrier messaging rates may apply. You can adjust this behavior in iPhone at Settings > Messages > Send As SMS. Messages sent using iMessage appear in a light blue bubble, while messages sent using SMS or MMS appear in a green bubble.

iOS: Using Messages, Apple website, October 2013

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Messages lets you exchange text messages with anyone using an SMS-capable phone or other device. Messages also supports MMS, so you can send photos, video clips, contact information, and voice memos to other MMS-capable devices. You can enter multiple addressees to send one message to several people.

iPhone iOS 4.2 and 4.3 User Guide, at 106

[SMS, MMS, and iMessages](#)

Messages lets you exchange text messages with other SMS and MMS devices using your cellular connection, and with other iOS devices using iMessage.

iPhone iOS 7 User Guide, at 65

The following table shows the requirements and capabilities of Messages on iOS.

	Device Required	iOS Required	Connectivity Required	Recipient Types Allowed	Content Types Allowed
SMS	iPhone	1.0 and later	Cellular	Phone number	Text only
MMS	iPhone 3G and later	3.1 and later	Cellular data	Phone number	Text, audio ¹ , photos, and video
iMessage	iPhone, iPad, or iPod touch	5.0 and later	Cellular data or Wi-Fi	Phone number or email address	Text, audio ¹ , photos, and video

iOS: Troubleshooting Messages, Apple website, October 2013

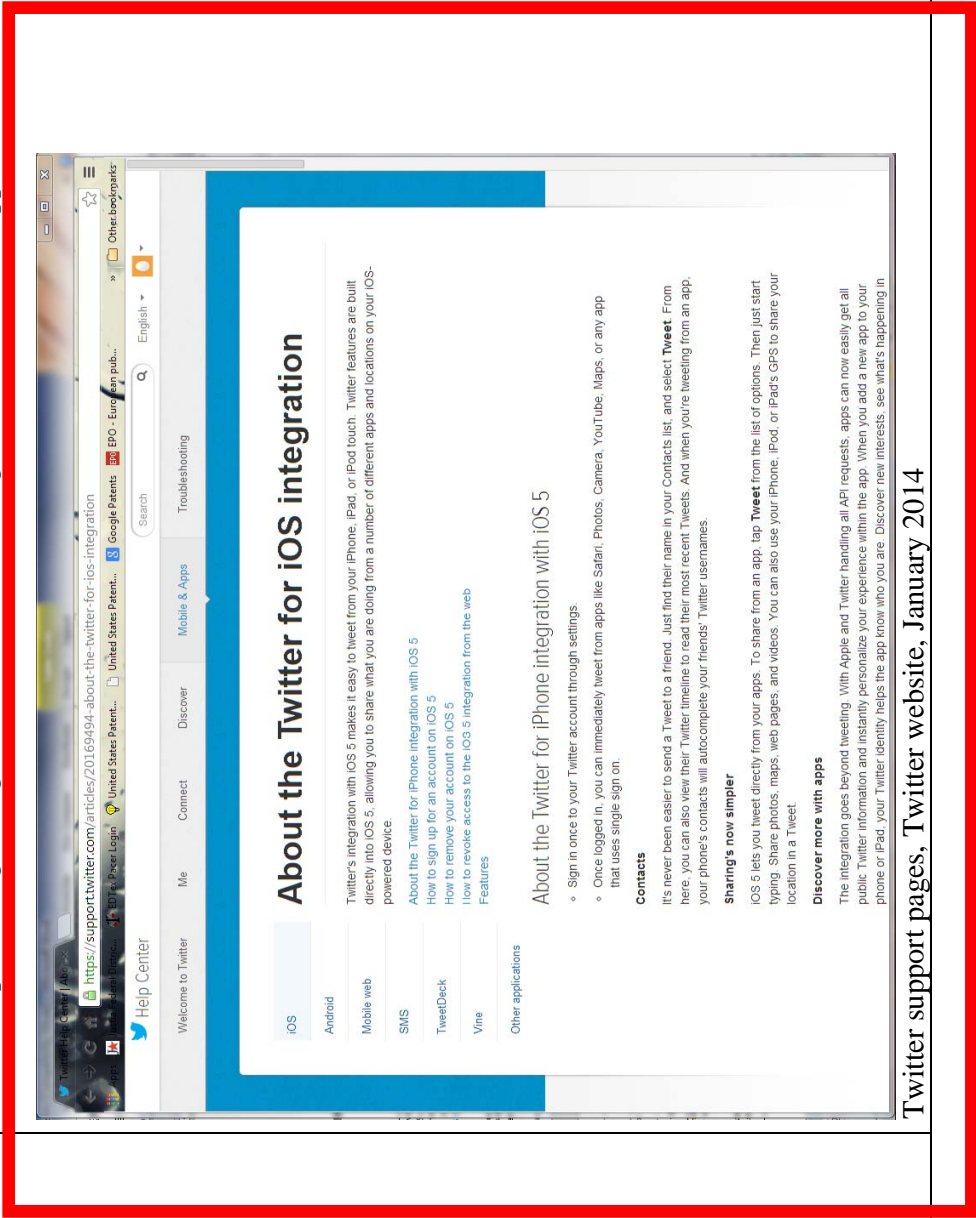
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	<p>Messages lets you exchange text messages with other SMS /MMS devices using your cellular connection, and with other iOS devices using iMessage.</p> <p>iMessage is an Apple service that lets you send unlimited messages over an active Wi-Fi (or cellular data*) connection to other iOS devices using iOS 5 or later or Macs using OS X Mountain Lion or later. With iMessage you can see when other people are typing and let them know when you've read their messages. iMessages are displayed on all your iOS devices logged in to the same account, so you can start a conversation on one of your devices, and continue it on another device. For security, iMessages are encrypted before they're sent</p> <p>Which Apple products support Messages using SMS and MMS?</p> <p>To use Messages with SMS and MMS, you need an iPhone.</p> <p>Which Apple products support Messages using iMessage?</p> <p>To use Messages with iMessage, you need one of the following Apple products:</p> <ul style="list-style-type: none"> ■ iPhone ■ iPad ■ iPad Mini ■ iPod touch ■ Mac with Mac OS X v10.8.x <p>You need a valid Apple ID to use iMessage on iPad, iPod touch, and Messages for Mac. You need a valid phone number or Apple ID to use iMessage on iPhone.</p> <p>How do I enable SMS/MMS for use with Messages?</p> <p>SMS and MMS messaging requires an appropriate plan from your carrier for use on iPhone. Contact your carrier for more information.</p>
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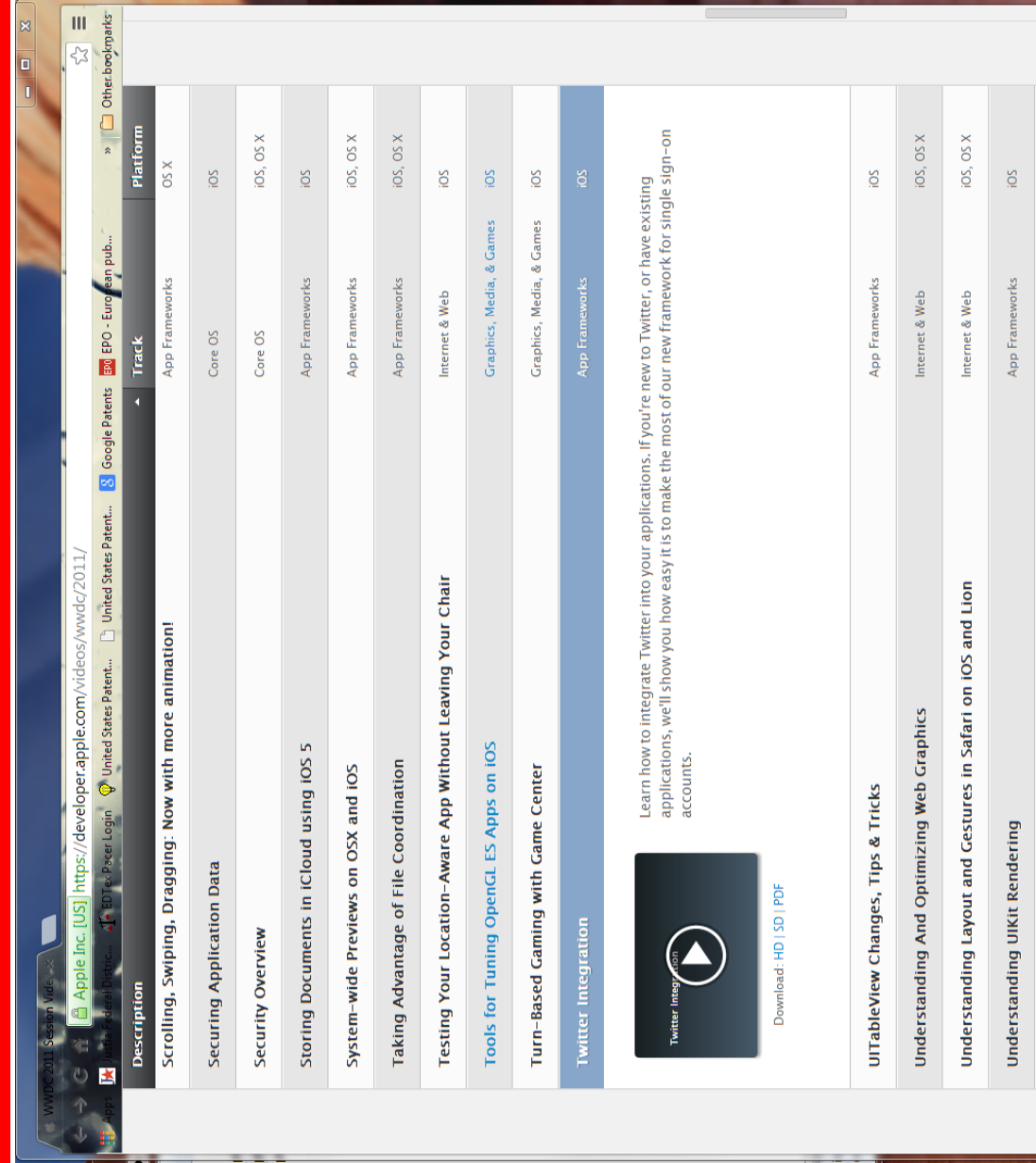
iOS: Using Messages, Apple website, March 2014

As another example, the Accused Products perform pre-processing of photo, video, and/or audio content for subsequent electronic publishing through the native Twitter integration as shown in Apple and Twitter's websites below:



Twitter support pages, Twitter website, January 2014

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Apple WWDC developer pages, Apple Developer website, January 2014

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to Apple Inc.

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88. },
89. "max_media_per_upload": 1,
90. "photo_size_limit": 3145728,
91. "photo_sizes": {
92. "large": {
93. "w": 1024,
94. "resize": "fit",
95. "h": 2048
96. },
97. "medium": {
98. "w": 600,
99. "resize": "fit",
100. "h": 1200
101. },
102. "small": {
103. "w": 340,
104. "resize": "fit",
105. "h": 480
106. },
107. "thumb": {
108. "w": 150,
109. "resize": "crop",
110. "h": 150
111. },
112. },
113. "short_url_length": 20,
114. "short_url_length_https": 21
115. }

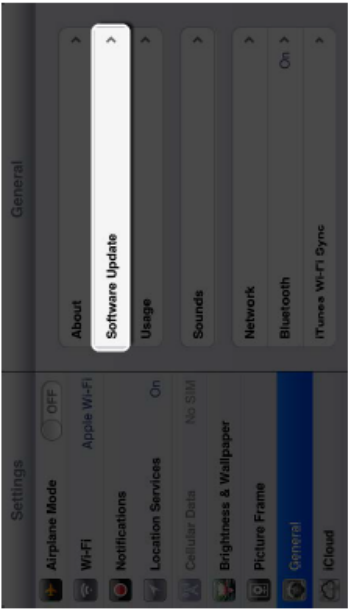
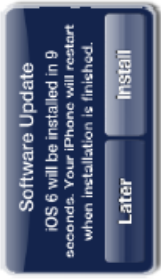
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GET help_configuration_Twitter Developers 1.1, Twitter Developer website, June 2014

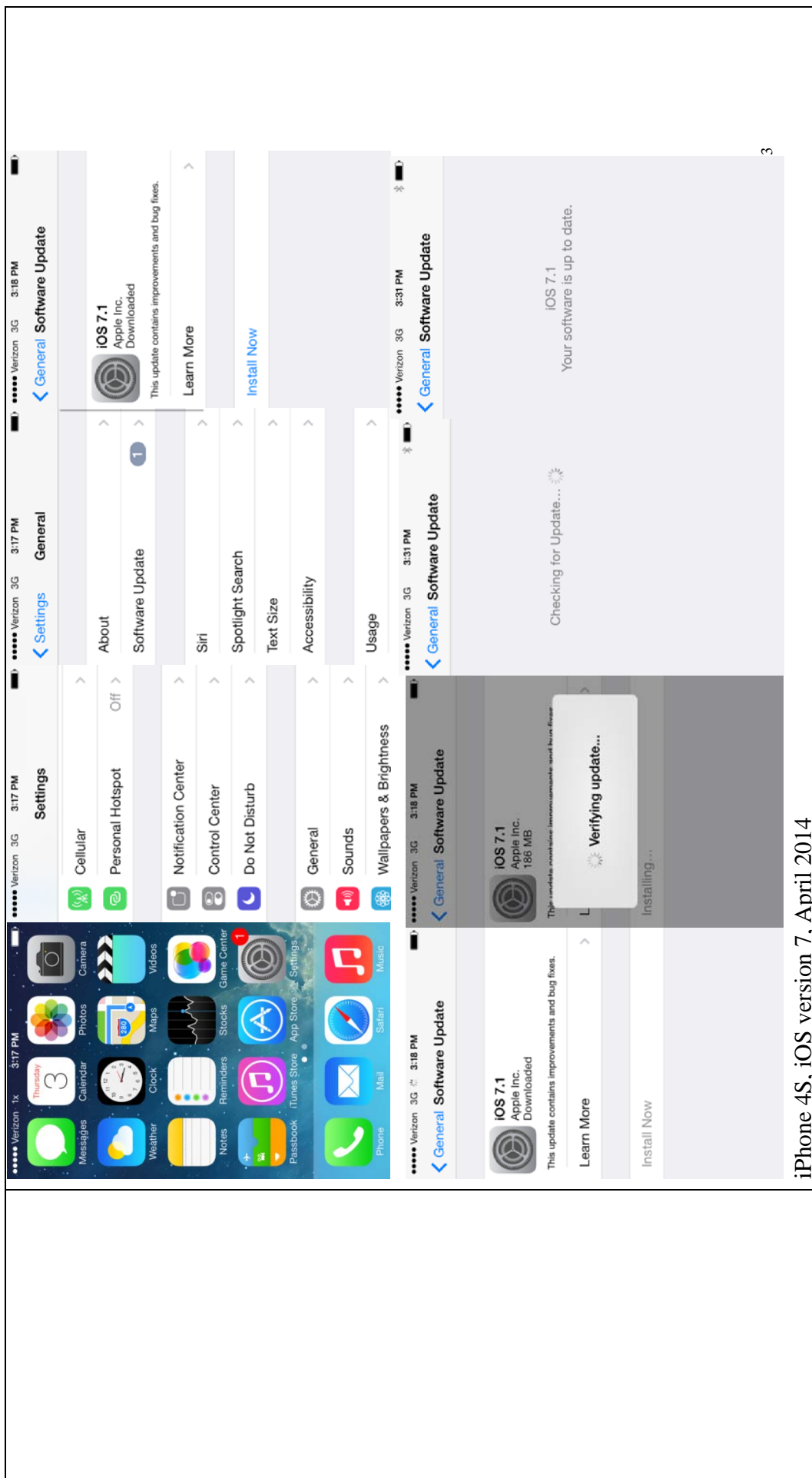
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to Apple Inc.

Claim 1	Accused Products
<p>a. receiving pre-processing parameters from a remote device, said pre-processing parameters including a specification of an amount of digital content, said digital content including one or more of image content, video content, and audio content;</p>	<p>The Accused Products receive pre-processing parameters from a remote device, said pre-processing parameters including a specification of an amount of digital content, said digital content including one or more of image content, video content, and audio content.</p> <p>For example:</p> <p>The Accused Products receive pre-processing parameters (<i>e.g.</i>, carrier size limits, Apple size limits, and/or other parameters that control resizing, compressing, etc.) from a remote device (<i>e.g.</i>, a server). The pre-processing parameters include a specification of an amount of digital content (<i>e.g.</i>, a specification of size limits or other specifications of an amount of digital content). The digital content includes one or more of image content, video content, and audio content.</p> <p>For example, the Accused Products receive pre-processing parameters, including a specification of an amount of digital content, from a remote device at least: (1) during manufacture of the Accused Products and/or (2) when the Accused Products' software, including iOS software, apps, and other files, is updated:</p> <p>You can send and receive text messages using the Messages app included with iOS. Messages supports SMS and MMS on iPhone, and iMessage on iPhone, iPad, and iPod touch. You can also send iMessages using Messages in OS X Mountain Lion.</p> <p>iOS: Using Message, Apple website, October 2013</p>

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	<p>Update your device wirelessly (available in iOS 5 and later)</p> <ol style="list-style-type: none"> 1. Ensure your device is connected to a power source. To avoid potential data costs connect your device to a Wi-Fi network. 2. Go to Settings > General > Software Update. iOS will automatically check for available updates. Available updates download automatically if your device is connected to Wi-Fi and a power source.  <ol style="list-style-type: none"> 3. If an update is available* you can tap Download to download the update. 4. After the download has completed tap Install to update your iOS.  <ol style="list-style-type: none"> 5. If you leave the update to download in the background, once the download has finished you will receive a notification saying an update is available for your device. Tapping Details will take you to Settings > General > Software Update. Tap Install Now to install the iOS update. If you decide to leave the installation for later Settings will display notification badge until the update has been installed. <p>iOS: How to update your iPhone, iPad, and iPod touch, Apple website, October 2013</p> <p>As another example, the Accused Products receive pre-processing parameters from a remote device (e.g., an Apple server) when the operating system is updated over the air:</p>
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iPhone 4S, iOS version 7, April 2014

³ All screenshots herein are for the exemplary purpose of showing infringement by the Accused Products.

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As another example, the pre-processing parameters used in the Accused Products specify an amount of digital content as illustrated by Apple's user guides, cellular carrier websites, and Twitter website:

The size limit of attachments is determined by your carrier. If necessary, iPhone may compress the photo or video. To learn about taking photos and videos, see Chapter 12, "Camera," on page 125.

iPhone iOS 4.2 and 4.3 User Guide, at 109

Share photos, videos, and more

With iMessage or MMS, you can send and receive photos and videos, and send locations, contact info, and voice memos. The size limit of attachments is determined by your service provider—

iPhone may compress photo and video attachments when necessary.

iPhone iOS 7 User Guide, at 67

The AT&T mobile broadband network will deliver MMS (picture, video or audio) messages of up to 600 kilobytes (KB). Media file attachments will be compressed on the device prior to being sent in order to keep the message size below 600 KB. The maximum size for sending and receiving MMS messages is also dependent upon the recipient's device and the limitations of other carriers' networks (e.g., other carriers may have a lower MMS size limit than AT&T).

Support for Apple iPhone 5: Picture/Video Messaging, AT&T support website, October 2013

How large can a picture message be?

- The size of a picture message depends on the make and model of the phone.
- Most phones are configured to resize images to 30 kilobytes, but size can vary.
- The maximum size our network supports is 1MB.

Note: Sending and receiving picture messages from AT&T customers can only be 450 kilobyte.

About picture messaging, T-Mobile support website, October 2013

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2. Do you see an error message that says the media file is too large?

Try reducing the size of the file with a compatible editing program available in Apple App Store.
You can also try to send the file via email. Email providers usually have a higher file size limit.

Troubleshoot issues related to multimedia messages on your Apple iPhone 5, Sprint support website, October 2013

What is the message size limit for MMS?

MMS message size must be less than 1.2MB. This includes text, picture and video messages.

MMS, Verizon Developer Community website, October 2013



```

88. ],
89. "max_media_per_upload": 1,
90. "photo_size_limit": 3145728,
91. "photo_sizes": {
92. "large": {
93. "w": 1024,
94. "resize": "fit",
95. "h": 2048
96. },
97. "medium": {
98. "w": 600,
99. "resize": "fit",
100. "h": 1200
101. },
102. "small": {
103. "w": 340,
104. "resize": "fit",
105. "h": 480
106. },
107. "thumb": {
108. "w": 150,
109. "resize": "crop",
110. "h": 150
111. },
112. },
113. "short_url_length": 20,
114. "short_url_length_https": 21
115. }

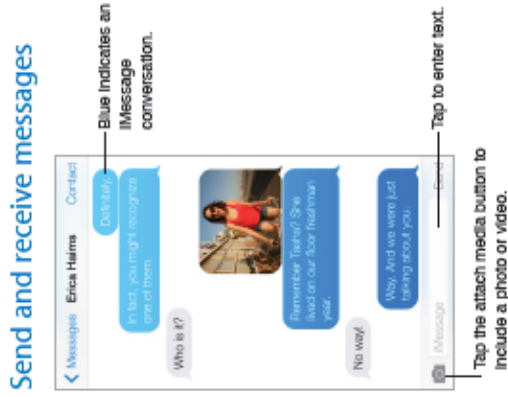
```

GET help_configuration_Twitter Developers 1.1, Twitter Developer website, June 2014

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Claim 1	Accused Products
<p>b. receiving an identification of a group of one or more items of digital content for transmission, a collective digital content of said group of one or more items of digital content being limited by said received pre-processing parameters;</p>	<p>The Accused Products receive an identification of a group of one or more items of digital content for transmission, a collective digital content of said group of one or more items of digital content being limited by said received pre-processing parameters.</p> <p>For example:</p> <p>The Accused Products receive an identification of a group of one or more items of digital content (e.g., photos, video, and/or audio) for transmission (e.g., via iMessage, MMS, or Twitter integration). A collective digital content of the group of one or more items of digital content is limited by the received pre-processing parameters (e.g., carrier size limits, Apple size limits, and/or other parameters that control resizing, compressing, etc.).</p> <p>For example, the Accused Products, by (a) iMessage and MMS Messages functionality and/or (b) the native Twitter integration functionality, allow a user to identify an image(s) stored on the Accused Products for transmission.</p> <p>As one example, the Accused Products display a camera icon located at the bottom left of the Messages Application as shown in Apple's user guides:</p> <p>Send a photo or video: Tap . Then tap "Take Photo or Video," or tap "Choose Existing" and then select an item from a photo album and tap Choose.</p> <p>iPhone iOS 4.2 and 4.3 User Guide, at 108</p> <p>Send a photo or video. Tap . You can choose an existing photo or video on iPhone, or take a new one.</p> <p>iPhone iOS 7 User Guide, at 67</p>

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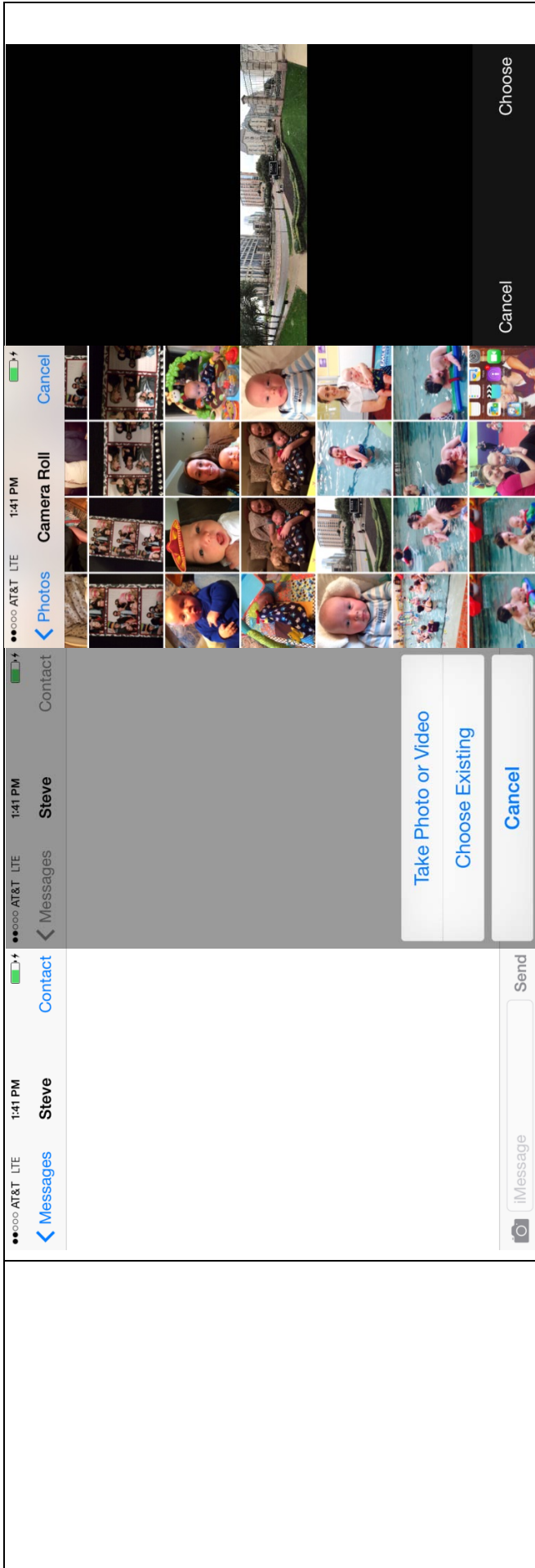
iPhone iOS 7 User Guide, at 65

iMessage and MMS Messages

As another example, the Accused Products allow a user to identify a group of one or more photos through both iMessage and MMS functionality of the Messages Application. A user can access the Messages functionality through the Photos Application or directly through the Message Application.

For example, in the Messages Application using iMessage, the Accused Products show a screen with a selection of either "Take Photo or Video" or "Choose Existing." Upon selecting "Choose Existing," the Accused Products direct a user to images stored on the Accused Products. The user can then select one or more pictures that are stored on the Accused Product. When the User selects "Choose," the Accused Products attach the chosen picture(s) to the message. The collective photo(s) of the group is limited by the received parameters.

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AT&T LTE 1:41 PM Steve

Messages

Contact

Messages

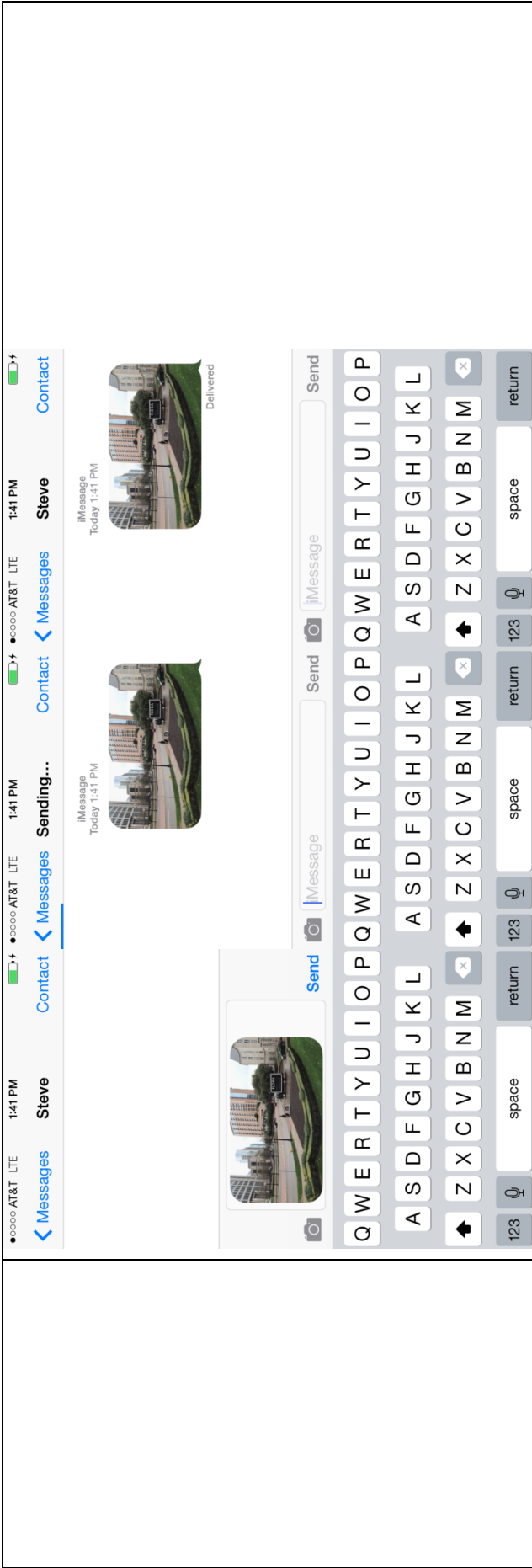
Sending...

Messages

Contact

Messages

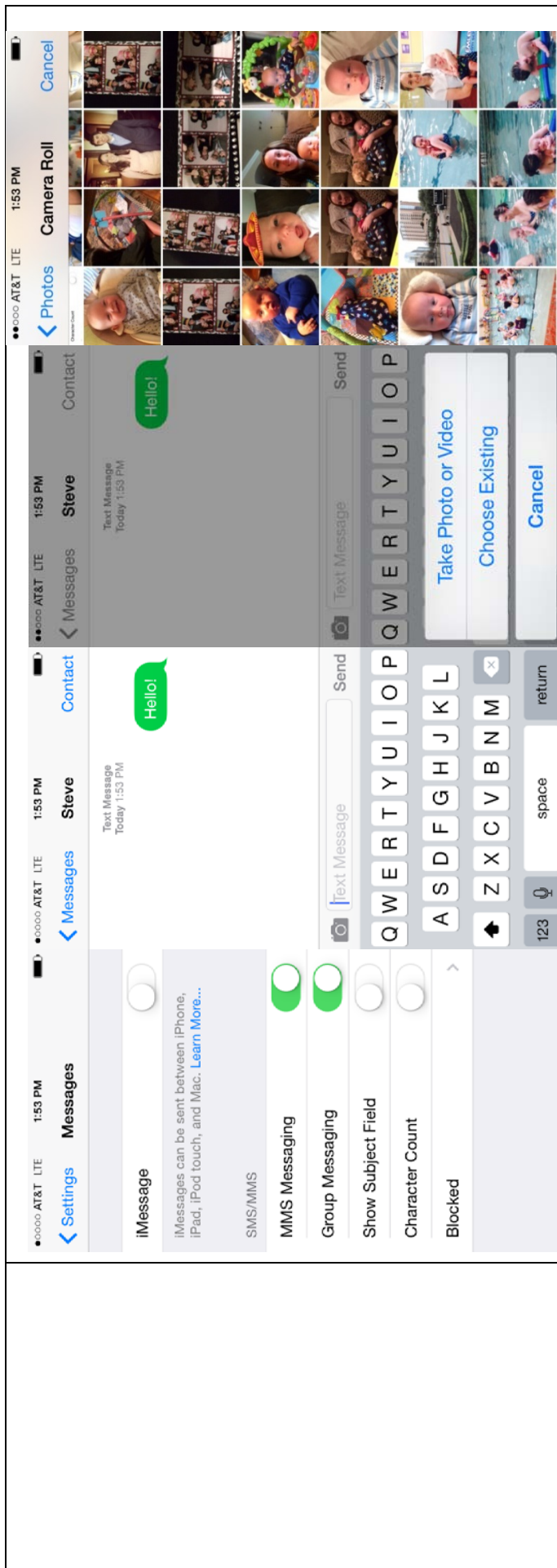
Contact



iPhone 5S, iOS 7, iMessage functionality, March 2014

For example, in the Messages Application using MMS, the Accused Products show a screen with a selection of either “Take Photo or Video” or “Choose Existing.” Upon selecting “Choose Existing,” the Accused Products direct a user to images stored on the Accused Products. The user can then select one or more pictures that are stored on the Accused Product. When the User selects “Choose,” the Accused Products attach the chosen picture(s) to the message. The collective photo(s) of the group is limited by the received parameters.

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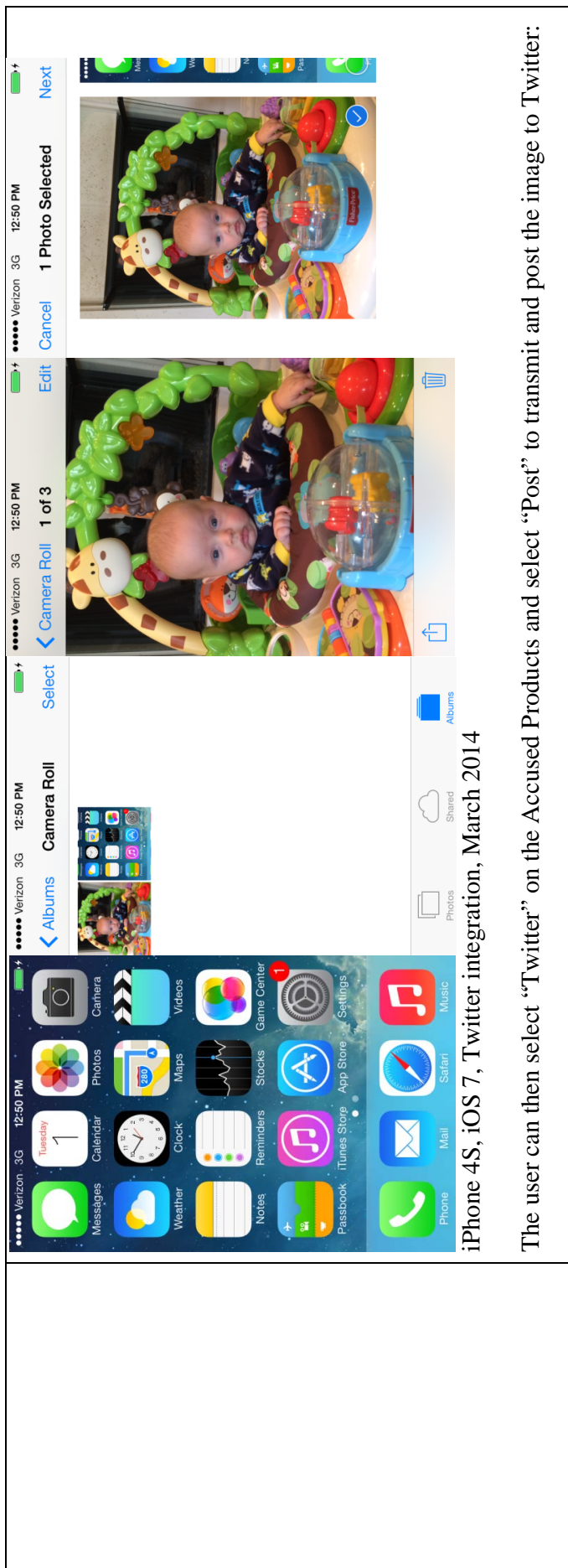
Summit 6, LLC
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iPhone 5S, iOS 7, MMS functionality, March 2014

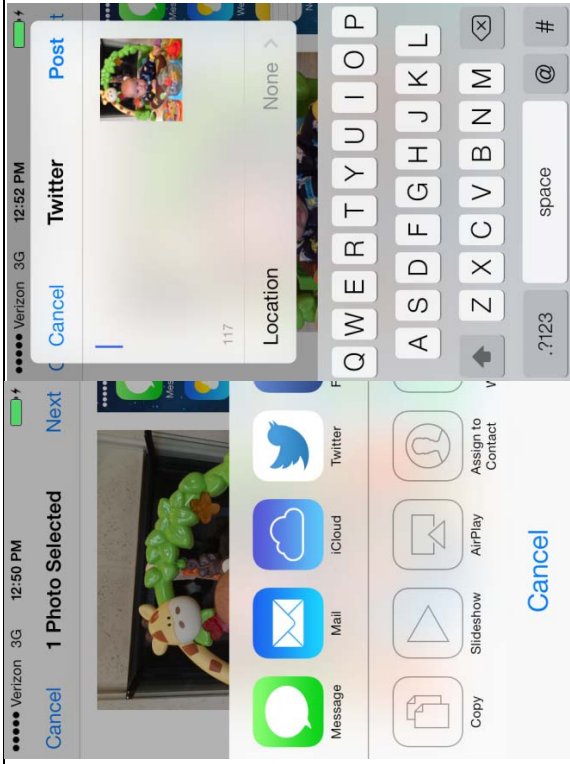
Twitter Integration

As another example, a user can select a group of one or more photos using the native Twitter integration of the Accused Products. On the Accused Products, a user can select “Photos,” then “Camera Roll,” and then select a picture. The collective photo(s) of the group is limited by the received parameters.

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 to Apple Inc.



iPhone 4S, iOS 7, Twitter integration, March 2014

Summit 6, LLC
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to Apple Inc.

Claim 1	Accused Products
<p>c. pre-processing said identified group of one or more items of digital content using said received pre-processing parameters, said received pre-processing parameters controlling said client device in a placement of said identified group of one or more items of digital content into a specified form in preparation for publication to one or more devices that are remote from a server device; and</p>	<p>The Accused Products pre-process said identified group of one or more items of digital content using said received pre-processing parameters, said received pre-processing parameters controlling said client device in a placement of said identified group of one or more items of digital content into a specified form in preparation for publication to one or more devices that are remote from a server device.</p> <p>For example:</p> <p>The Accused Products pre-process (e.g., resize, compress, rotate, encode, reformat, enhance, and/or otherwise alter) the identified group of one or more items of digital content (e.g., photos, videos, and/or audio) using the received pre-processing parameters (e.g., carrier size limits, Apple size limits, and/or other parameters that control resizing, compressing, etc.). The received pre-processing parameters control the client device (e.g., the iPhones, iPads, and other products listed in Exhibit A) in a placement of said identified group of one or more items of digital content into a specified form (e.g., height, width, size, aspect ratio, etc.) in preparation for publication to one or more devices that are remote from a server device and said client device. (for example, one or more devices that are remote from the client device and the server device include a server, a user's phone, a computer, a laptop, and/or a website, etc.).</p> <p>For example, the Accused Products, by (a) iMessage and MMS Messages functionality and (b) the native Twitter integration functionality, compress and/or resize photos on the Accused Product using pre-processing parameters that limit the size of the photo that can be sent:</p>
	<p>The size limit of attachments is determined by your carrier. If necessary, iPhone may compress the photo or video. To learn about taking photos and videos, see Chapter 12, "Camera," on page 125.</p> <p>iPhone iOS 4.2 and 4.3 User Guide, at 109</p> <p>Share photos, videos, and more</p> <p>With iMessage or MMS, you can send and receive photos and videos, and send locations, contact info, and voice memos. The size limit of attachments is determined by your service provider — iPhone may compress photo and video attachments when necessary.</p> <p>iPhone iOS 7 User Guide, at 67</p>

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The AT&T mobile broadband network will deliver MMS (picture, video or audio) messages of up to 600 kilobytes (KB). Media file attachments will be compressed on the device prior to being sent in order to keep the message size below 600 KB. The maximum size for sending and receiving MMS messages is also dependent upon the recipient's device and the limitations of other carriers' networks (e.g., other carriers may have a lower MMS size limit than AT&T).

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- The maximum size our network supports is 1MB.

Note: Sending and receiving picture messages from AT&T customers can only be 450 kilobyte.

About picture messaging, T-Mobile support website, October 2013

2. Do you see an error message that says the media file is too large?

Try reducing the size of the file with a compatible editing program available in Apple App Store.
You can also try to send the file via email. Email providers usually have a higher file size limit.

Troubleshoot issues related to multimedia messages on your Apple iPhone 5, Sprint support website, October 2013

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MMS, Verizon Developer Community website, October 2013

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91. "photo_sizes": {
92. "large": {
93. "w": 1024,
94. "h": 1024,
95. "resize": "fit",
96. "h": 2048
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112. "h": 150,
113. "resize": "crop",
114. "h": 150
115. }

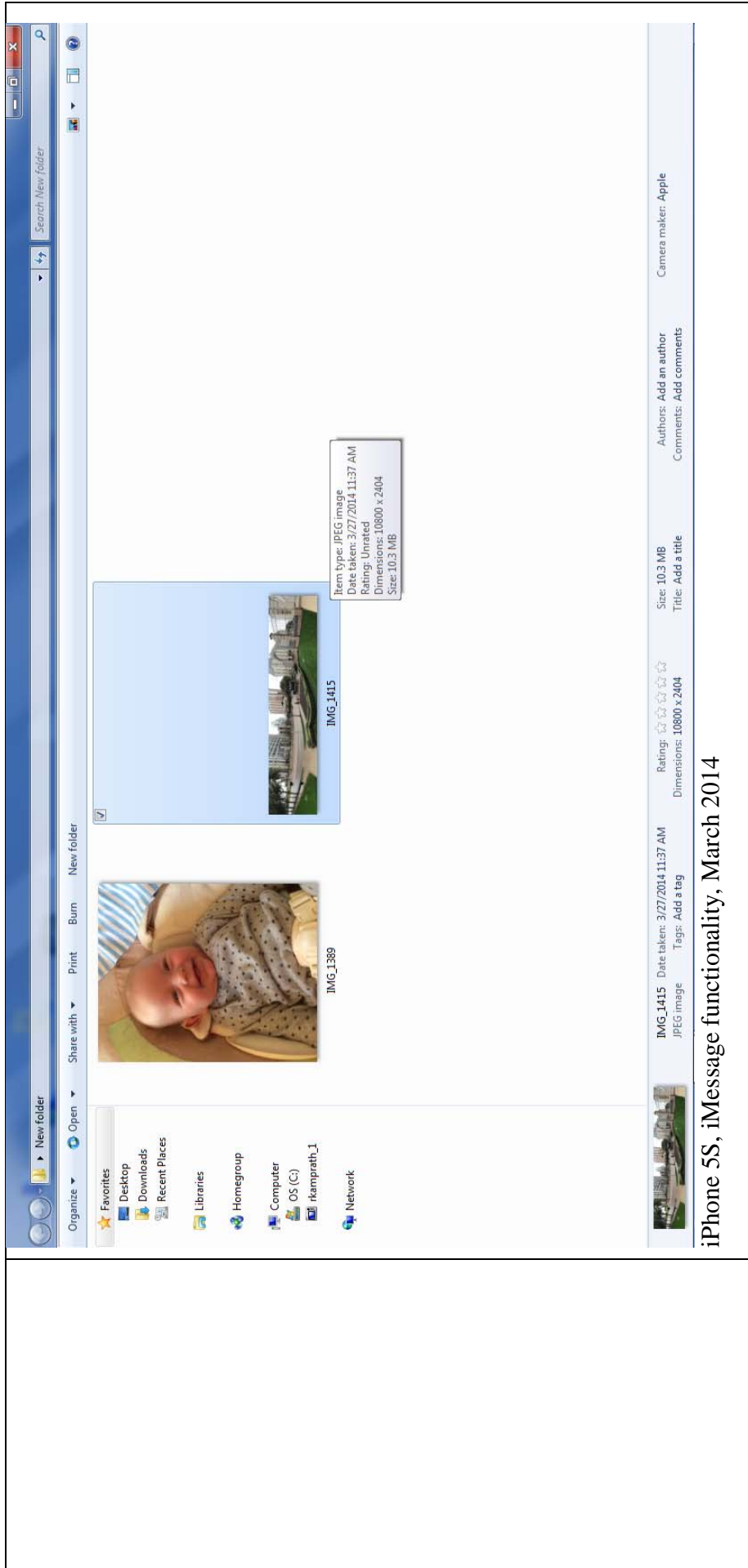
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GET help_configuration_Twitter Developers 1.1, Twitter Developer website, June 2014

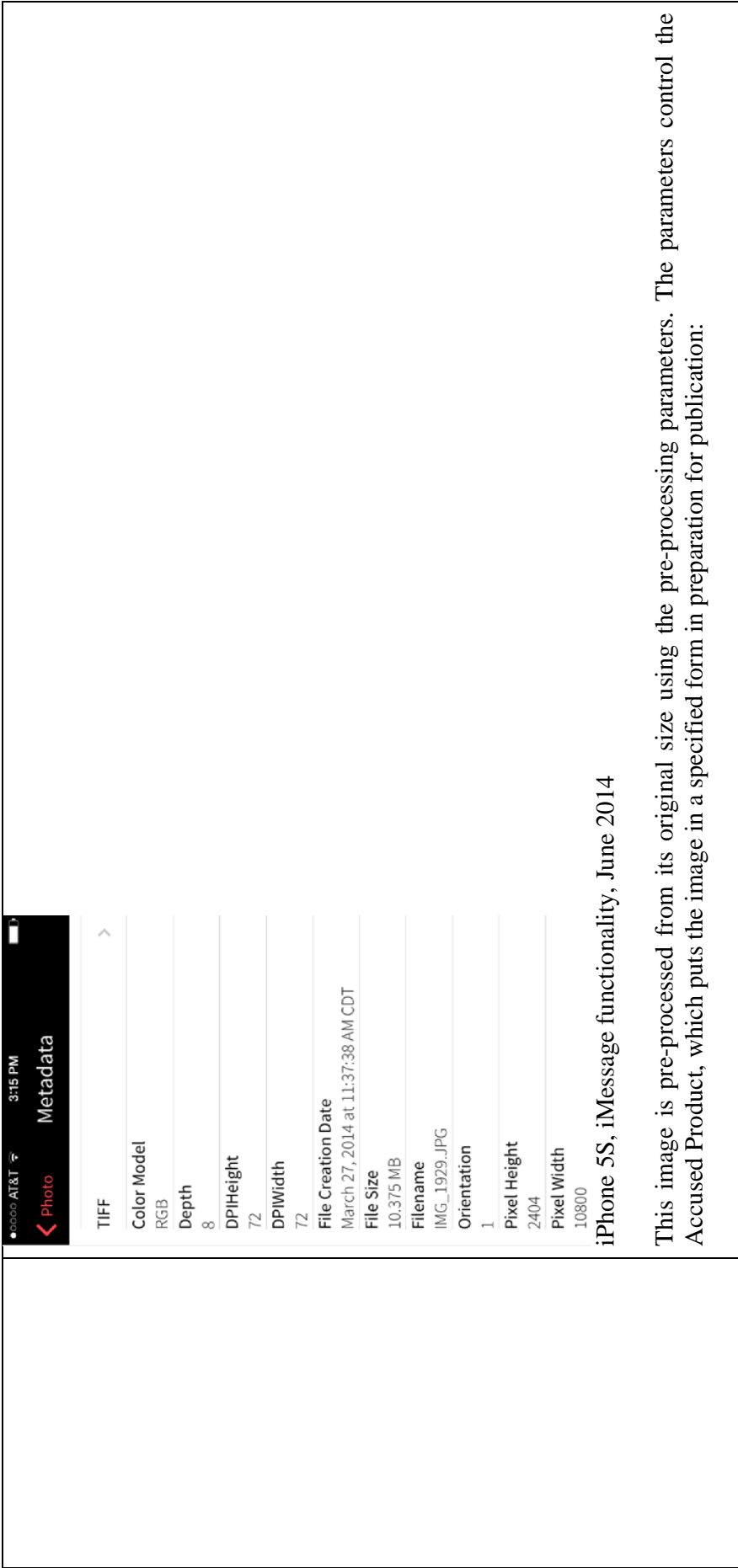
iMessage and MMS Messages

As another example, when using iMessage, the Accused Products pre-process photos on the Accused Product so that the photos are below a certain size and/or resolution in preparation for publication to another device. An image on an Accused Product has dimensions of 10800x2404, aspect ratio of 9:2, and a size of 10.3 MB:

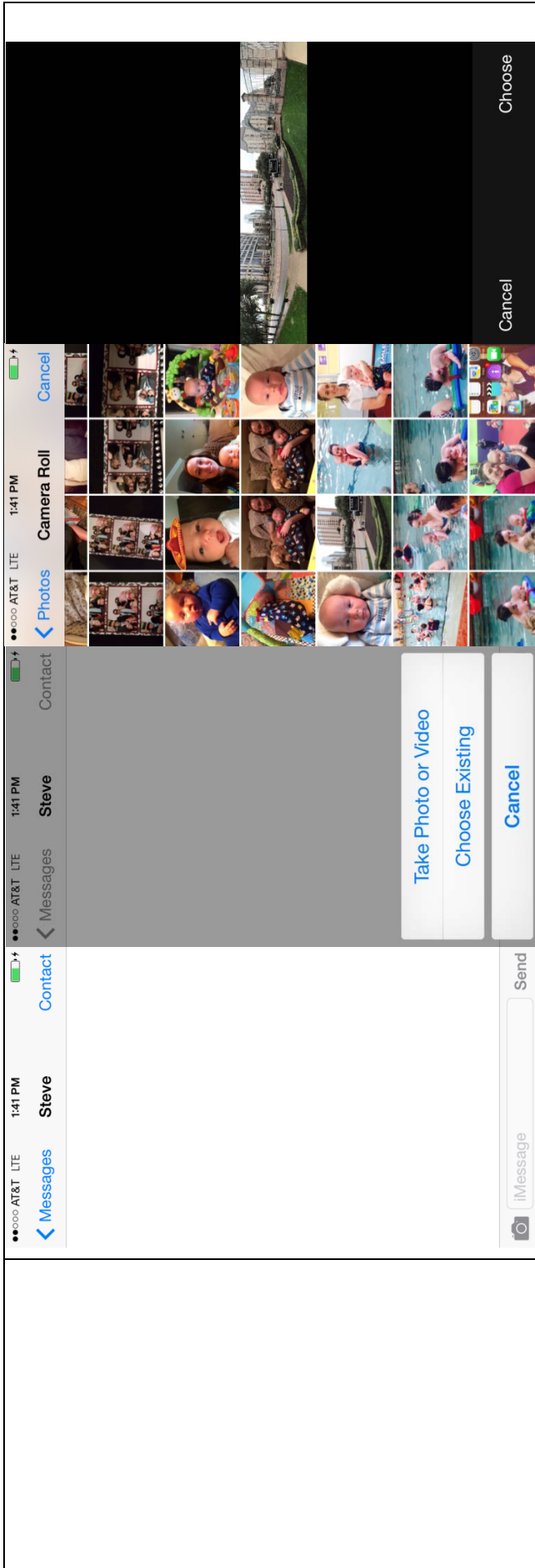
Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



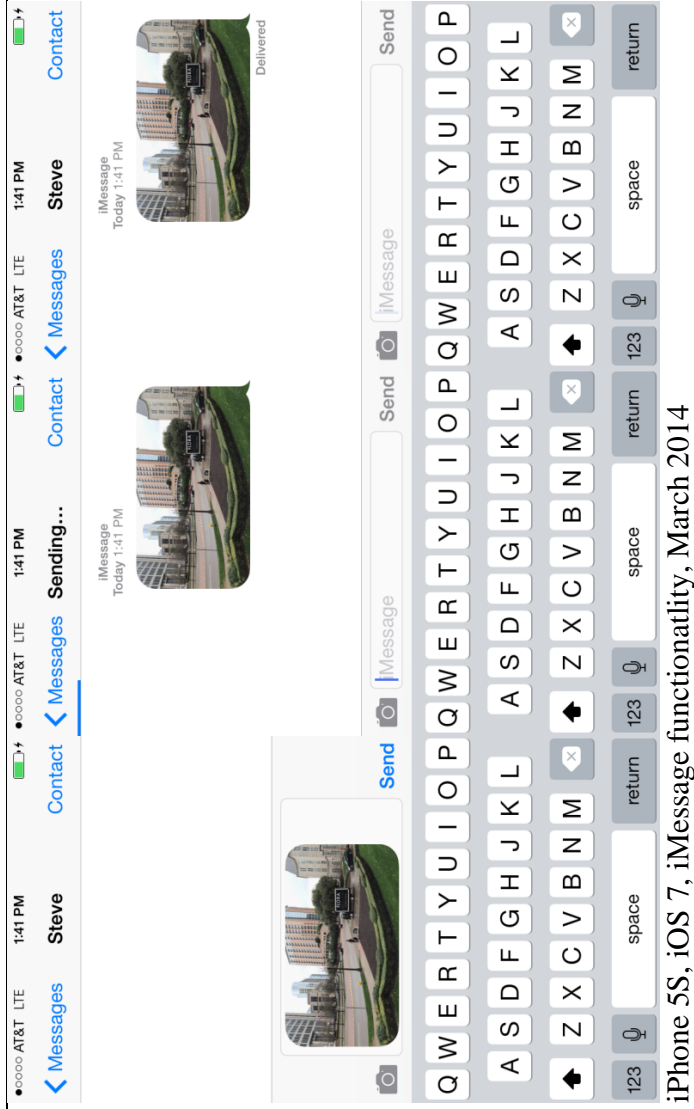
Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



iPhone 5S, iOS 7, iMessage functionality, March 2014

The image now has dimensions of 6000x1336, aspect ratio of 9:2, and a size of 3.52 MB:

Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

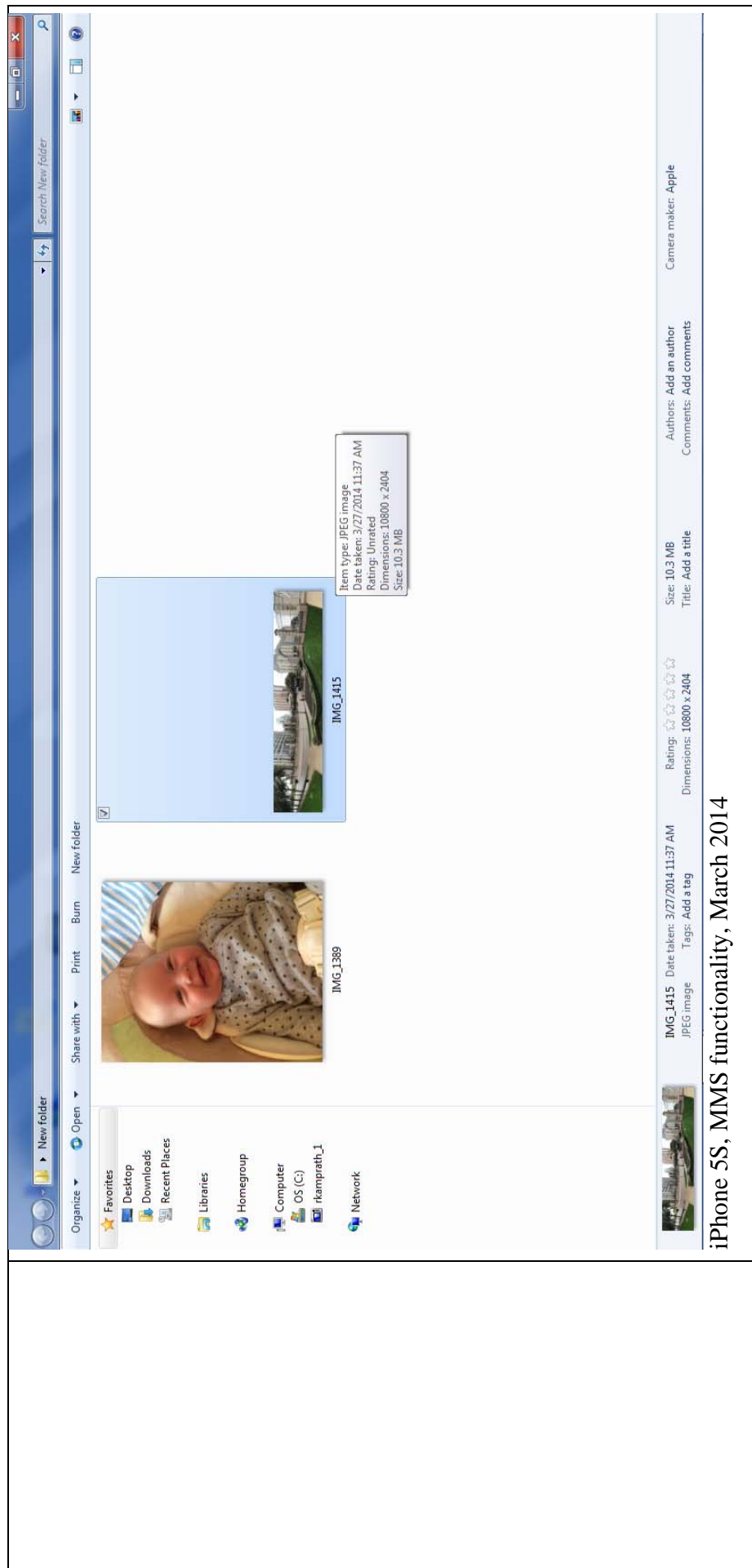


iPhone 4S, iMessage functionality, March 2014

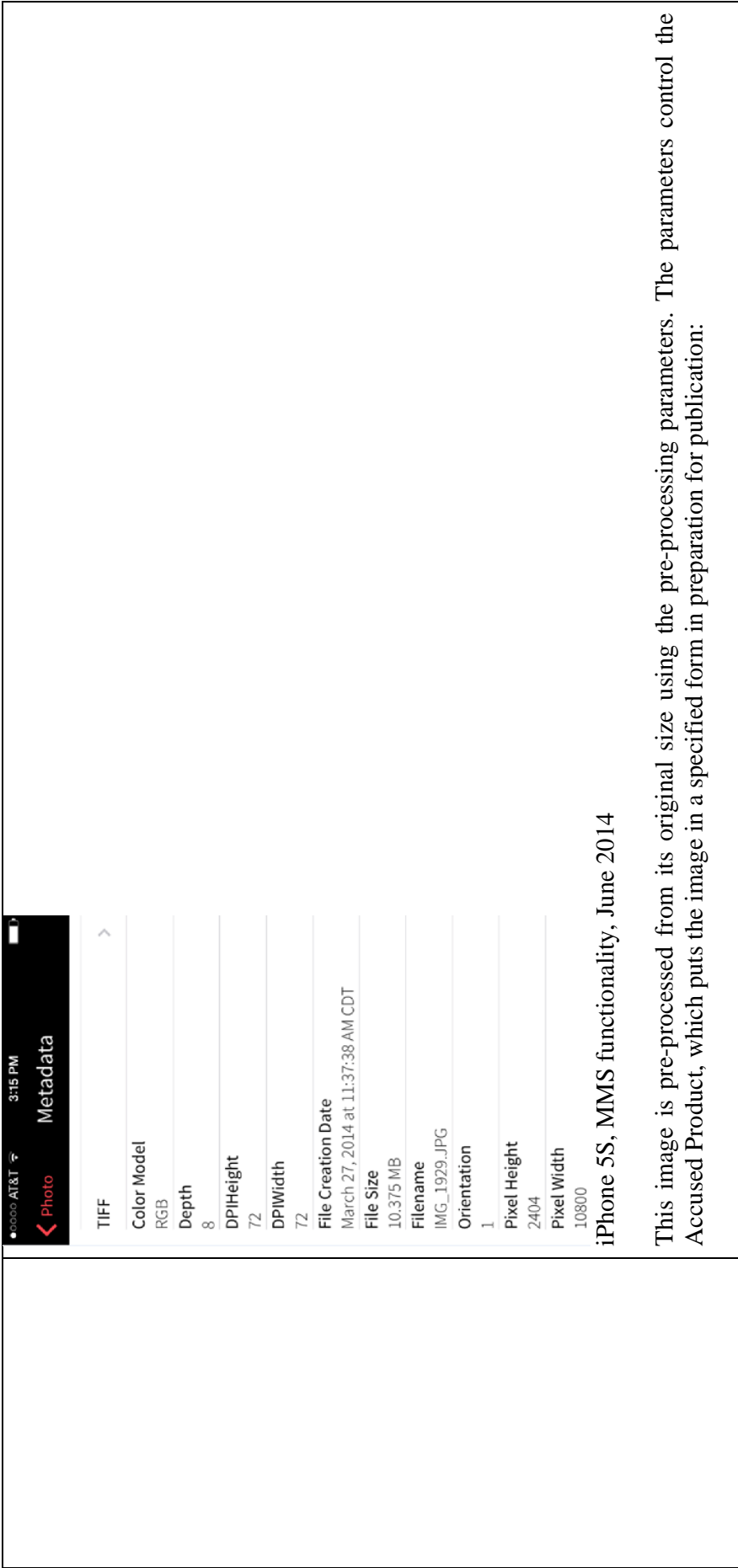
Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

<div><div>••• AT&T 4G 5:44 PM 65% Photo Metadata</div><div>RGB</div><div><div>Depth</div><div>8</div></div><div><div>DPIHeight</div><div>72</div></div><div><div>DPIWidth</div><div>72</div></div><div><div>File Creation Date</div><div>March 27, 2014 at 11:37:38 AM CDT</div></div><div><div>File Size</div><div>3.524 MB</div></div><div><div>Filename</div><div>IMG_1081.JPG</div></div><div><div>Orientation</div><div>1</div></div><div><div>Pixel Height</div><div>1336</div></div><div><div>Pixel Width</div><div>6000</div></div></div>		iPhone 4S, iMessage functionality, June 2014	
		As another example, when using MMS, the Accused Products pre-process photos on the Accused Product so that the photo(s) are below a certain size and/or resolution in preparation for publication to another device. An image on an Accused Product has dimensions of 10800x2404, aspect ratio of 9:2, and a size of 10.3 MB:	

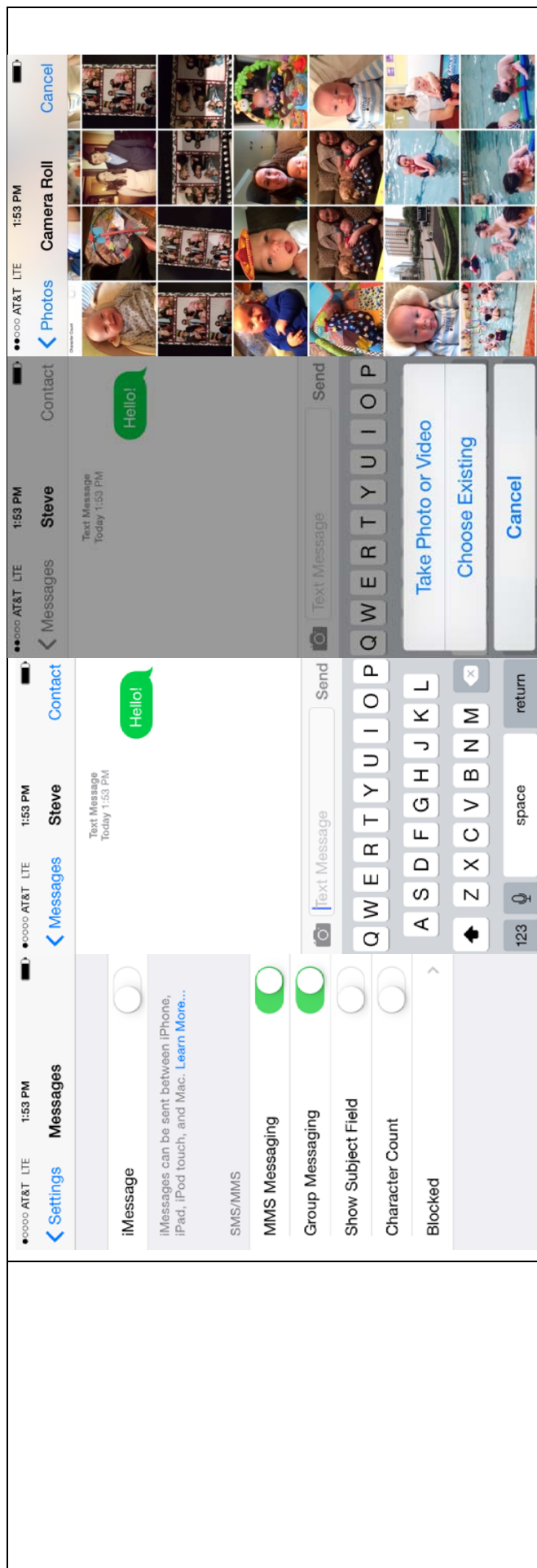
Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



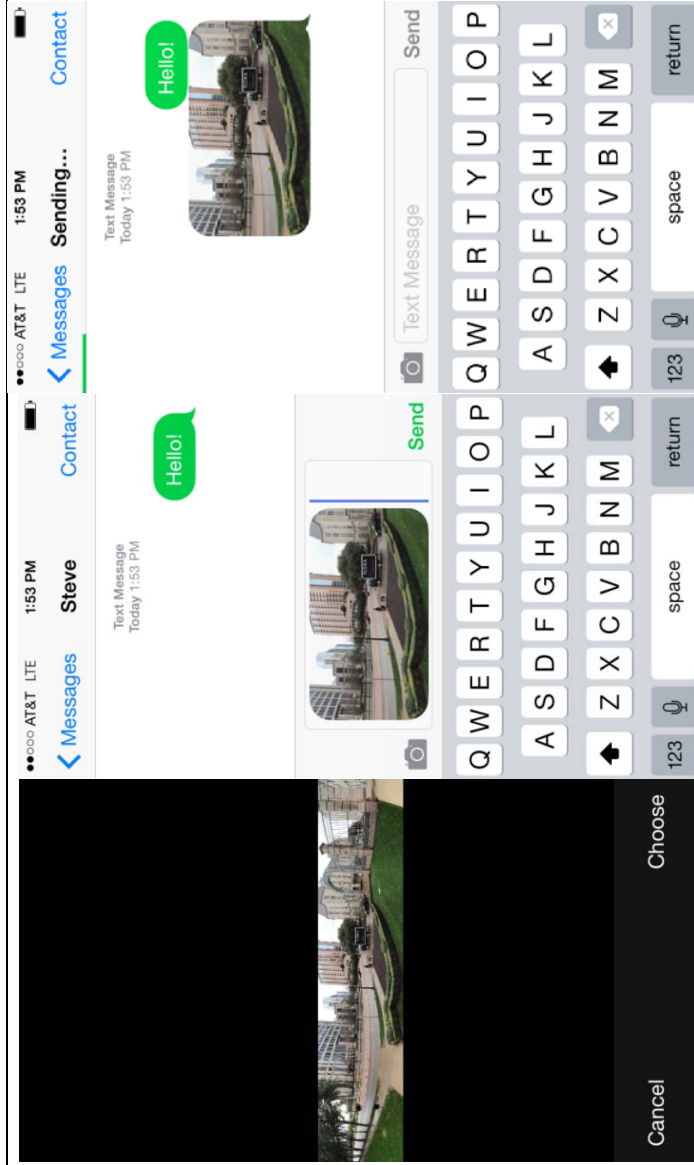
Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



Summit 6, LLC
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iPhone 5S, iOS 7, MMS functionality, March 2014

The image now has dimensions of 2592x576, aspect ratio of 9:2, and a size of 276 kB:

– A919 –



Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

••• AT&T 4G 9:13 AM 74%

Photo Metadata

Color Model	RGB
Depth	8
DPIHeight	72
DPIWidth	72
File Creation Date	June 17, 2014 at 9:12:55 AM CDT
File Size	276.456 KB
Filename	IMG_1088.JPG
Pixel Height	576
Pixel Width	2592

iPhone 4S, MMS functionality, June 2014

Twitter Integration

As another example, when using the Twitter integration, the Accused Products pre-process photos on the Accused Product so that the photo(s) are below a certain size and/or resolution in preparation for publication to Twitter's website. An image on an Accused Product has dimensions of 3264x2448, aspect ratio of 4:3, and a size of 1.7 MB:

Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



iPhone 4S, Twitter functionality, March 2014

Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

••• AT&T 3:19 PM

< Photo Metadata

TIFF >

Color Model

RGB

Depth

8

DPIHeight

72

DPIWidth

72

File Creation Date

March 26, 2014 at 11:45:02 AM CDT

File Size

1.702 MB

Filename

IMG_1404.JPG

Orientation

6

Pixel Height

2448

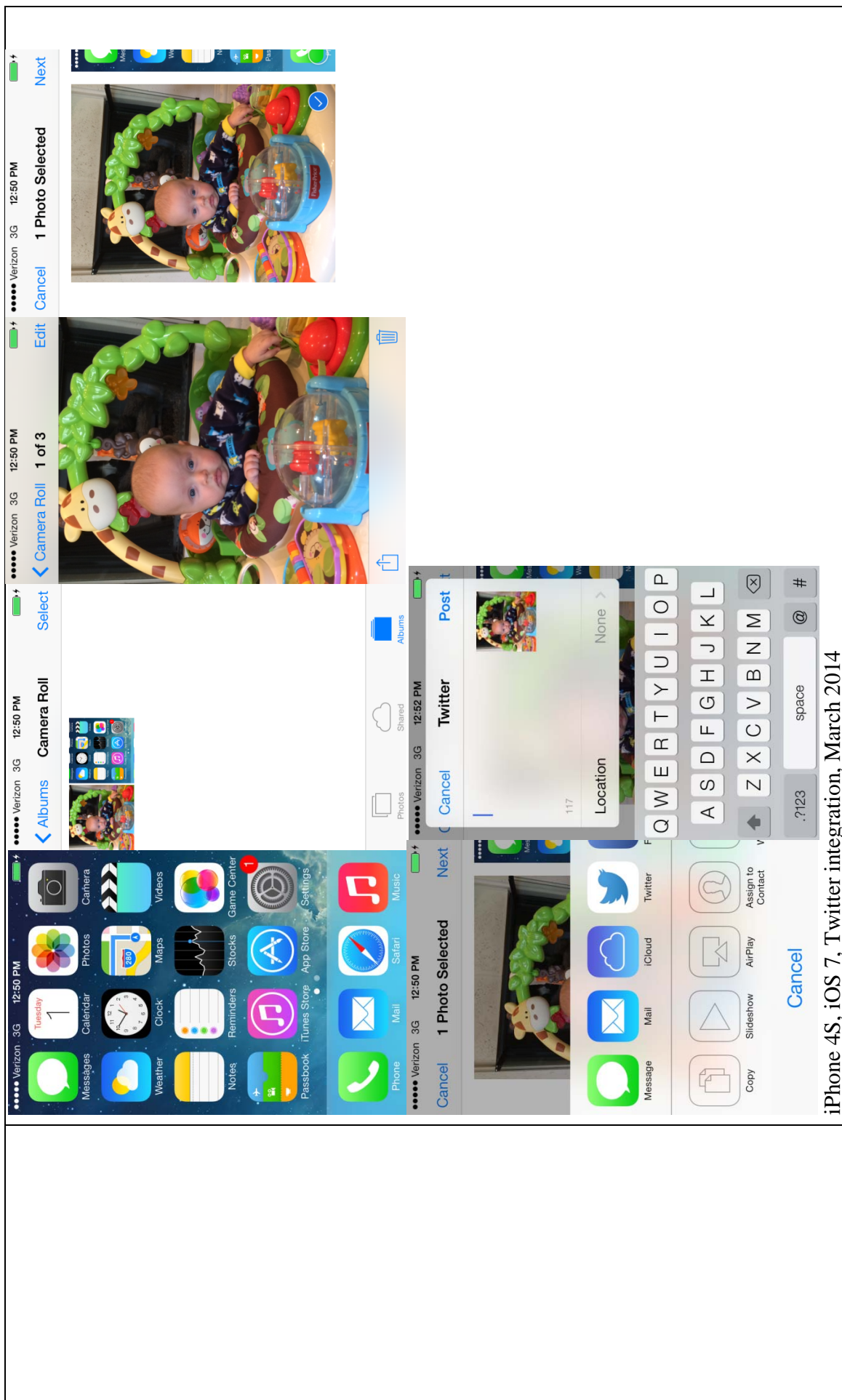
Pixel Width

3264

iPhone 5S, June 2014

This image is pre-processed from its original size using the pre-processing parameters. The parameters control the Accused Product, which puts the image in a specified form in preparation for publication:

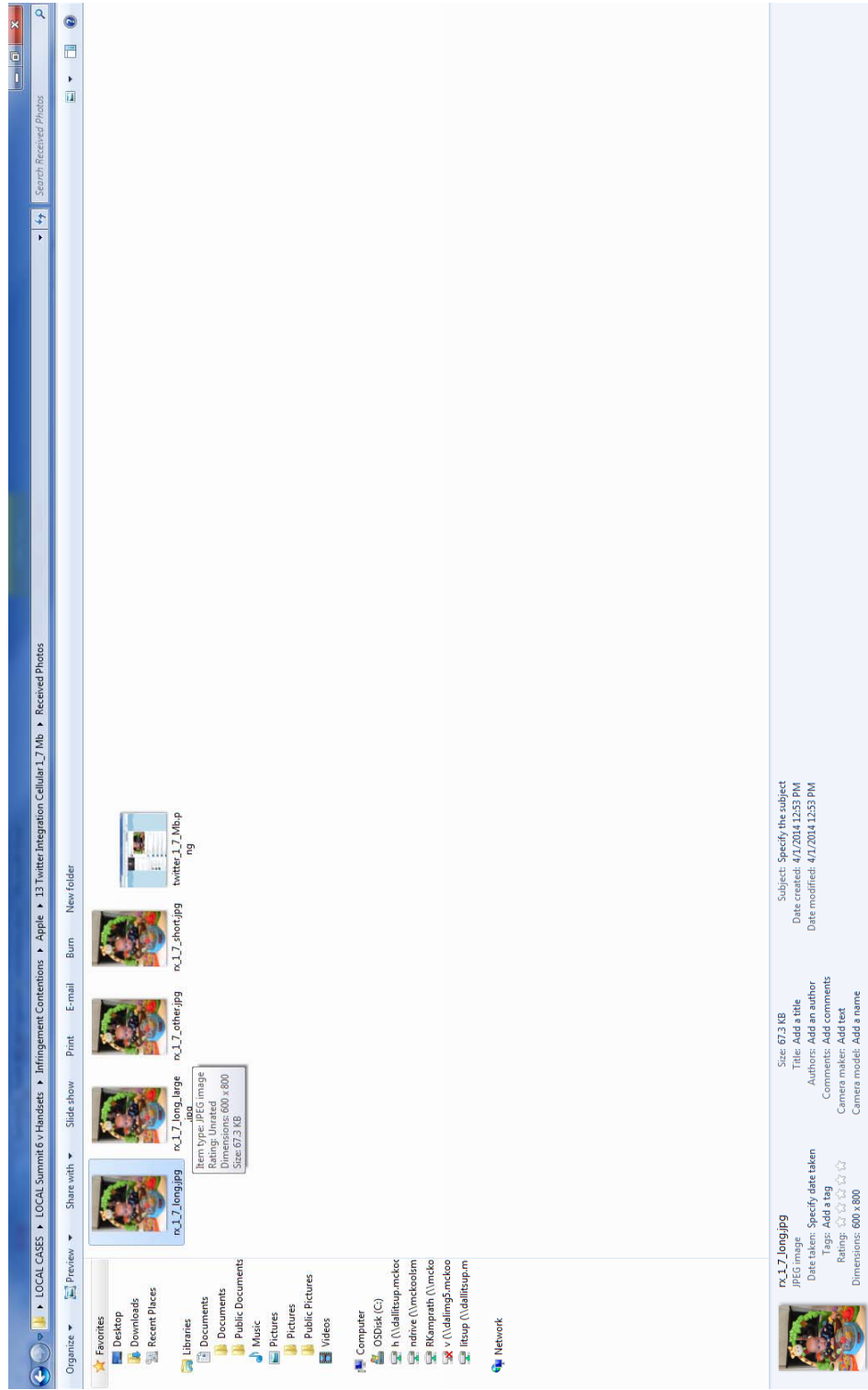
Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



iPhone 4S, iOS 7, Twitter integration, March 2014

Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

The image now has dimensions of 600x800, aspect ratio of 5:4, and a size of 67.3 kB:



Images from Twitter Website, March 2014

Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

Claim 1	Accused Products
<p>d. transmitting said pre-processed group of one or more items of digital content to said server device for subsequent publishing to said one or more devices that are remote from said server device and said client device.</p>	<p>The Accused Products transmit said pre-processed group of one or more items of digital content to said server device for subsequent publishing to said one or more devices that are remote from said server device and said client device.</p> <p>For example:</p> <p>The Accused Products, upon the user's selection of "Send" or "Post," transmit the pre-processed items of digital content (<i>e.g.</i>, images, videos, audio) to the server device for subsequent publishing to one or more devices that are remote from the client device and the server device (for example, one or more devices that are remote from the client device and the server device include a server, a user's phone, a computer, a laptop, and/or a website, etc.).</p> <p>For example, the Accused Products, by (a) iMessage and MMS Messages functionality and/or (b) the native Twitter integration functionality, allow a user to transmit messages containing pre-processed photos, videos, and audio content to a server device for subsequent publishing on an iPad, iPhone, or iPod touch as illustrated by Apple's website:</p> <p>Exchange words. Or photos. Or videos.</p> <p>iMessage lets you send messages back and forth with anyone on iPad, iPhone, iPod touch, or a Mac running Mountain Lion or later. Send photos, videos, locations, and contacts, too. If you have more than one Apple device, iMessage keeps the conversation going across</p> <p>iOS 7 – Messages, Apple website, October 2013</p>

Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

all of them. And you can text and send photos and videos via MMS to other mobile phones over cellular networks. Even ask [Siri](#) to text for you. Just say "Tell Peter I'm on my way" and Siri writes your message and fires it off.

iOS 7 – Messages, Apple website, October 2013

The following table shows the requirements and capabilities of Messages on iOS.

	Device Required	iOS Required	Connectivity Required	Recipient Types Allowed	Content Types Allowed
SMS	iPhone	1.0 and later	Cellular	Phone number	Text only
MMS	iPhone 3G and later	3.1 and later	Cellular data	Phone number	Text, audio ¹ , photos, and video
iMessage	iPhone, iPad, or iPod touch	5.0 and later	Cellular data or Wi-Fi	Phone number or email address	Text, audio ¹ , photos, and video

iOS: Troubleshooting Messages, Apple website, October 2013

As another example, the Accused Products allow a user to transmit messages containing pre-processed photos, videos, and audio content to a server device for subsequent publishing on Twitter's website:

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to Apple Inc.

To post a photo with your Tweet:

You can take a photo in the moment or choose an existing image from your phone's gallery.

To take a photo, tap the **camera** icon when you are composing a Tweet. To choose an existing image from your phone's gallery, tap the **landscape** icon.

Once you have taken or selected your photo, you will have the option to apply a filter and crop the image.

When you are finished, select **Done**; the photo will be attached to the Tweet. You can select up to four photos for a single Tweet.

You can tag people in your photo(s) by tapping **Who's in this photo?** Type in the full name or @username and then tap **Done**.

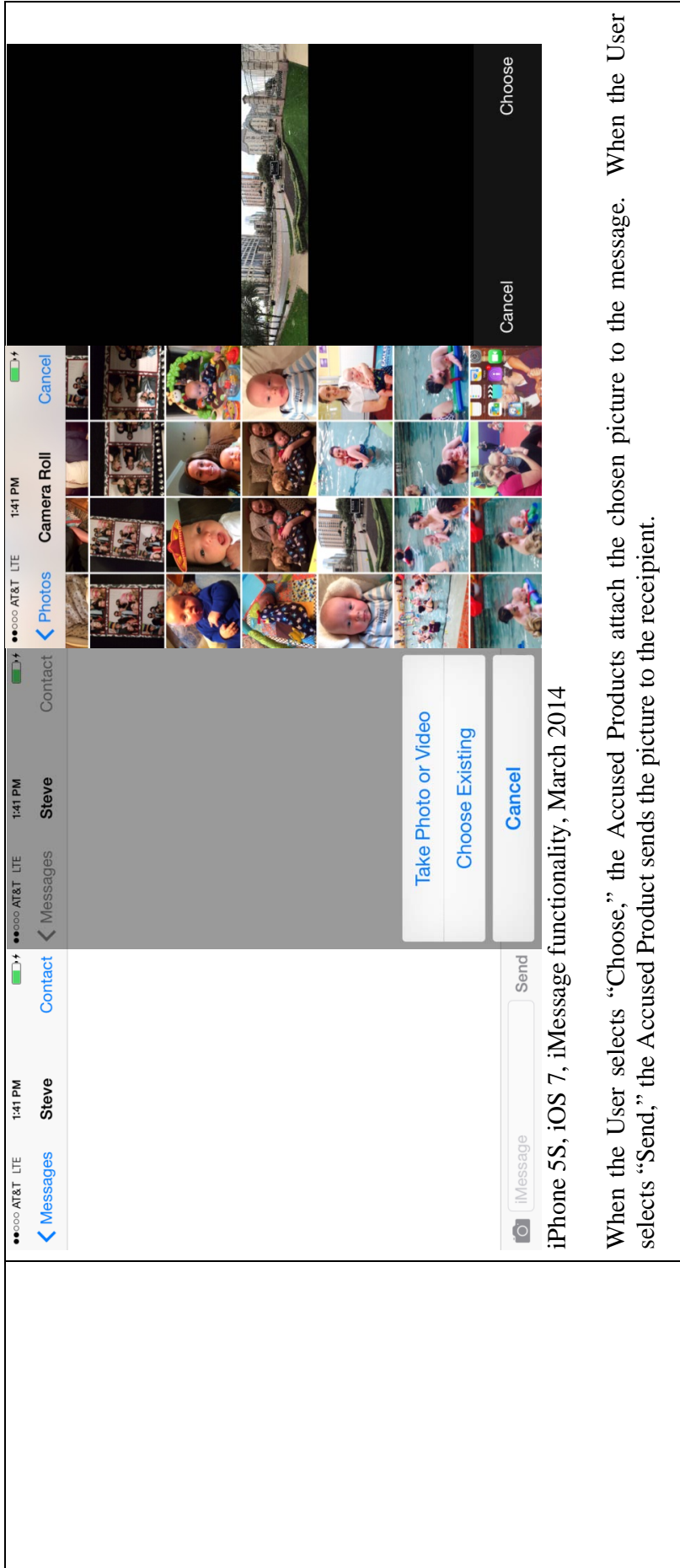
Tip: For more information about tweeting photos, including instructions for changing your photo tagging privacy settings, click here (<https://support.twitter.com/articles/20156423>).

Twitter's website, <https://support.twitter.com/groups/54-mobile-apps/topics/222-ios/articles/20169500-getting-started-with-twitter-for-iphone#>, April 2014

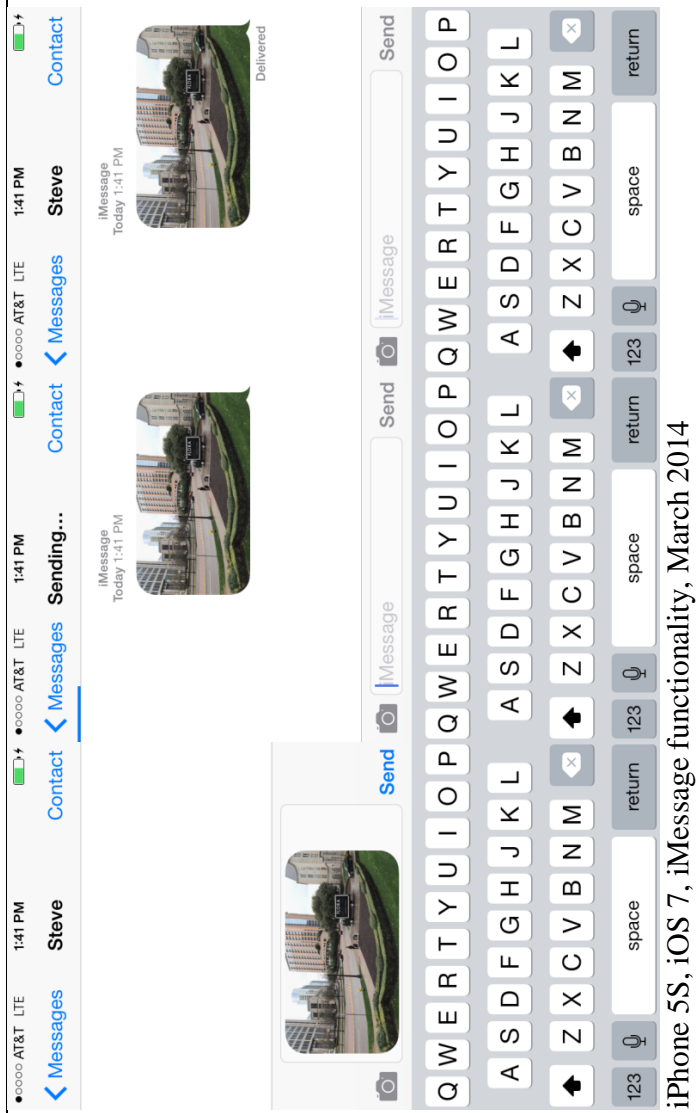
iMessage and MMS Messages

As another example, when using iMessage, the Accused Products transmit a group of one or more pre-processed photos to a server for subsequent publishing to another device:

Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

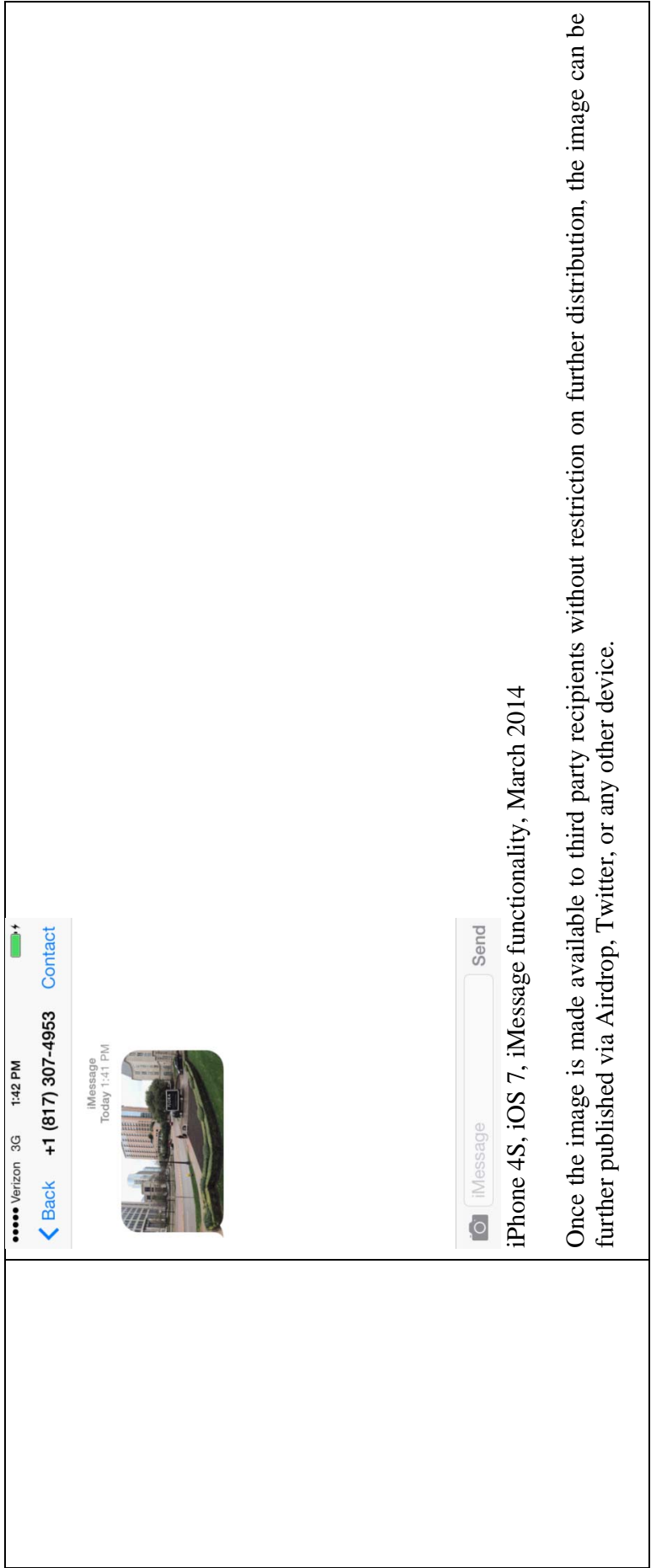


Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

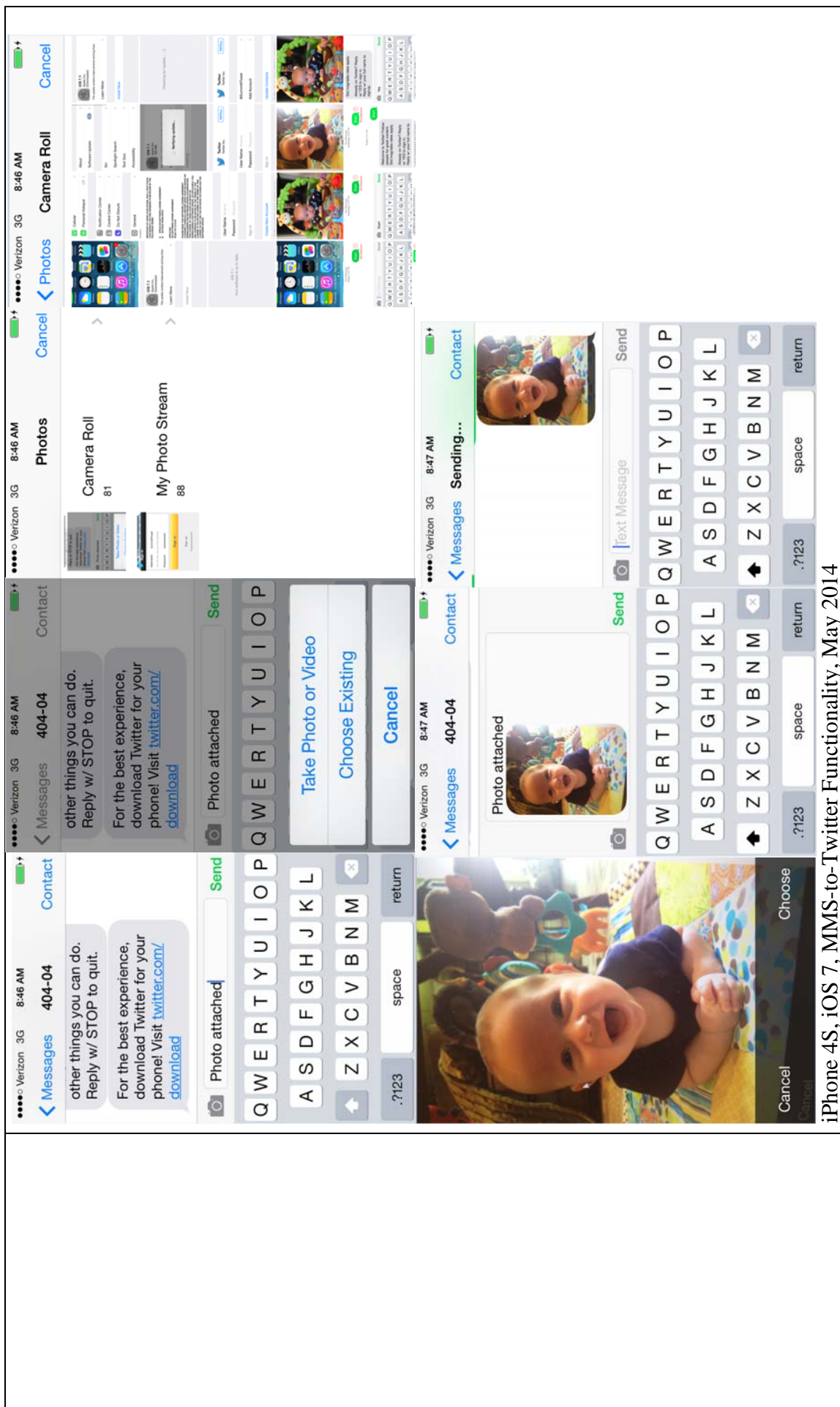


After the image has been pre-processed, it is transmitted to a server and subsequently published to another device:

Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

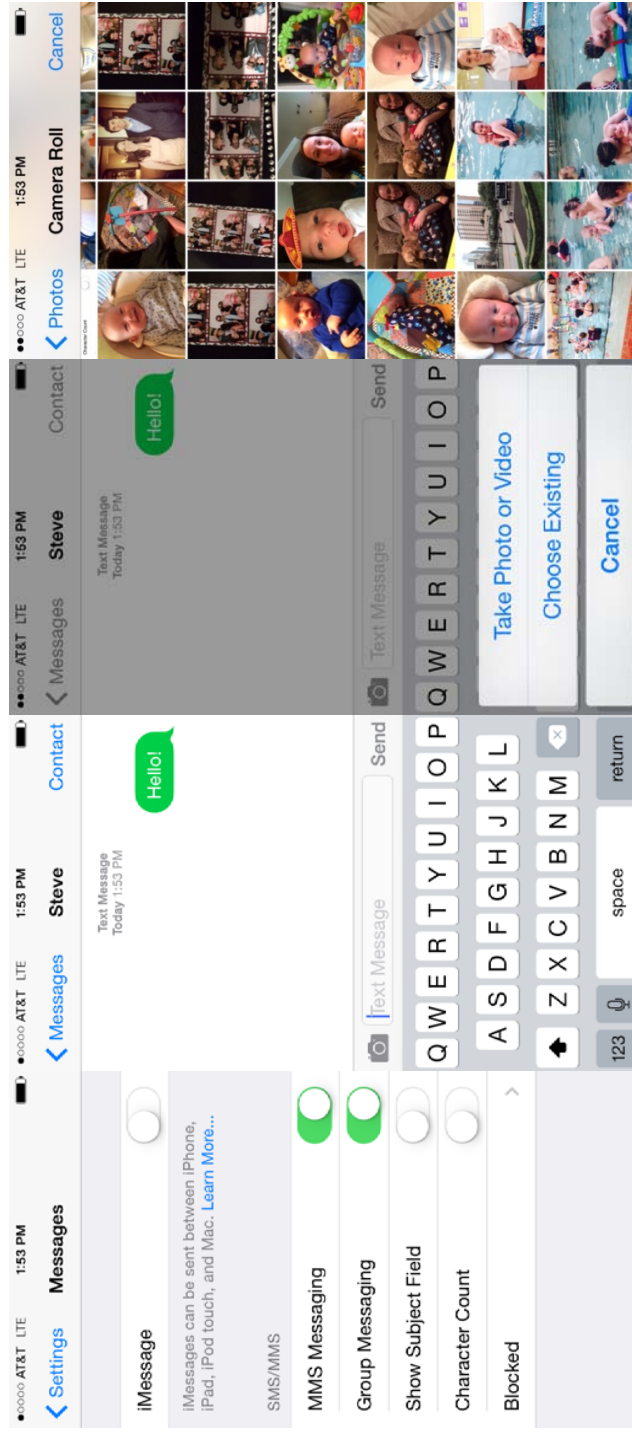


Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

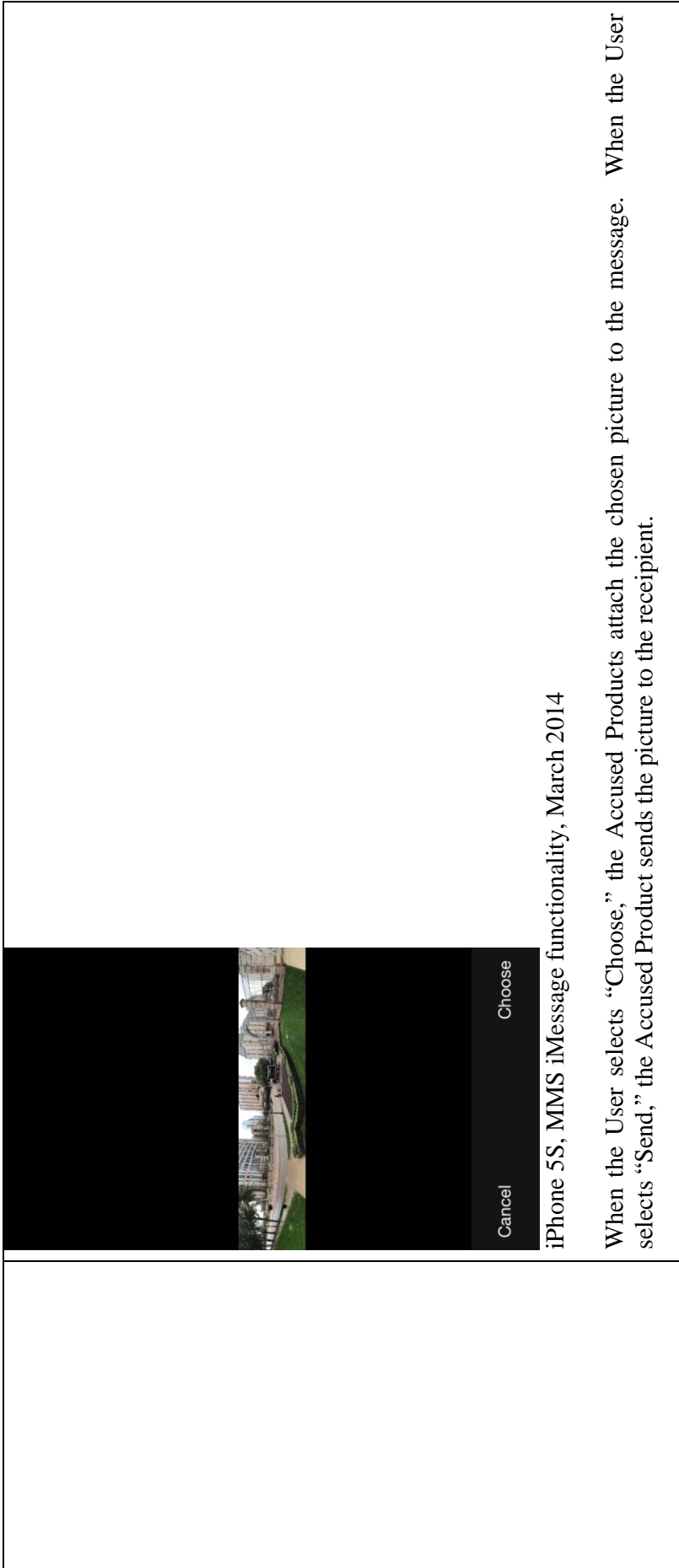


Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

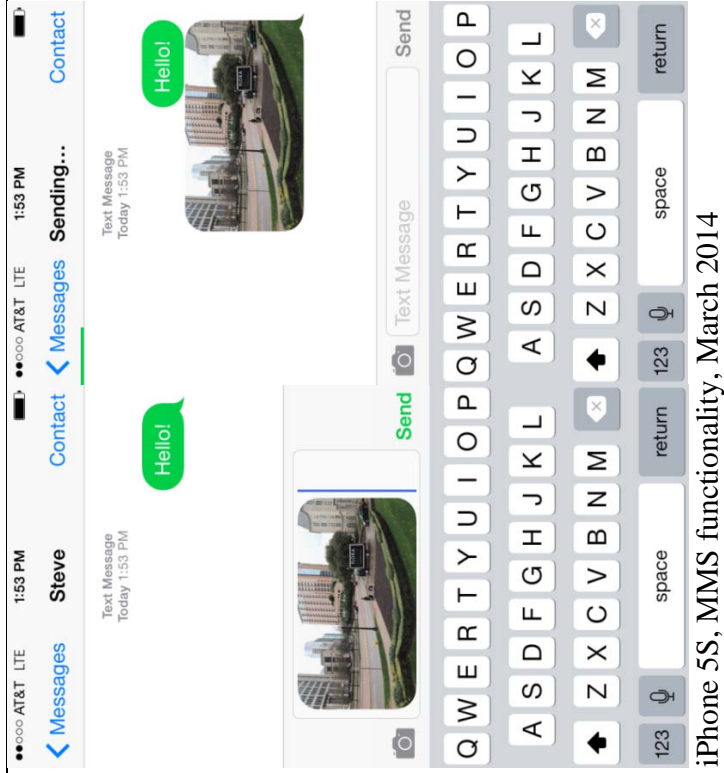
As another example, when using MMS, the Accused Products transmit a group of one or more pre-processed photos to a server for subsequent publishing to another device:



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to Apple Inc.



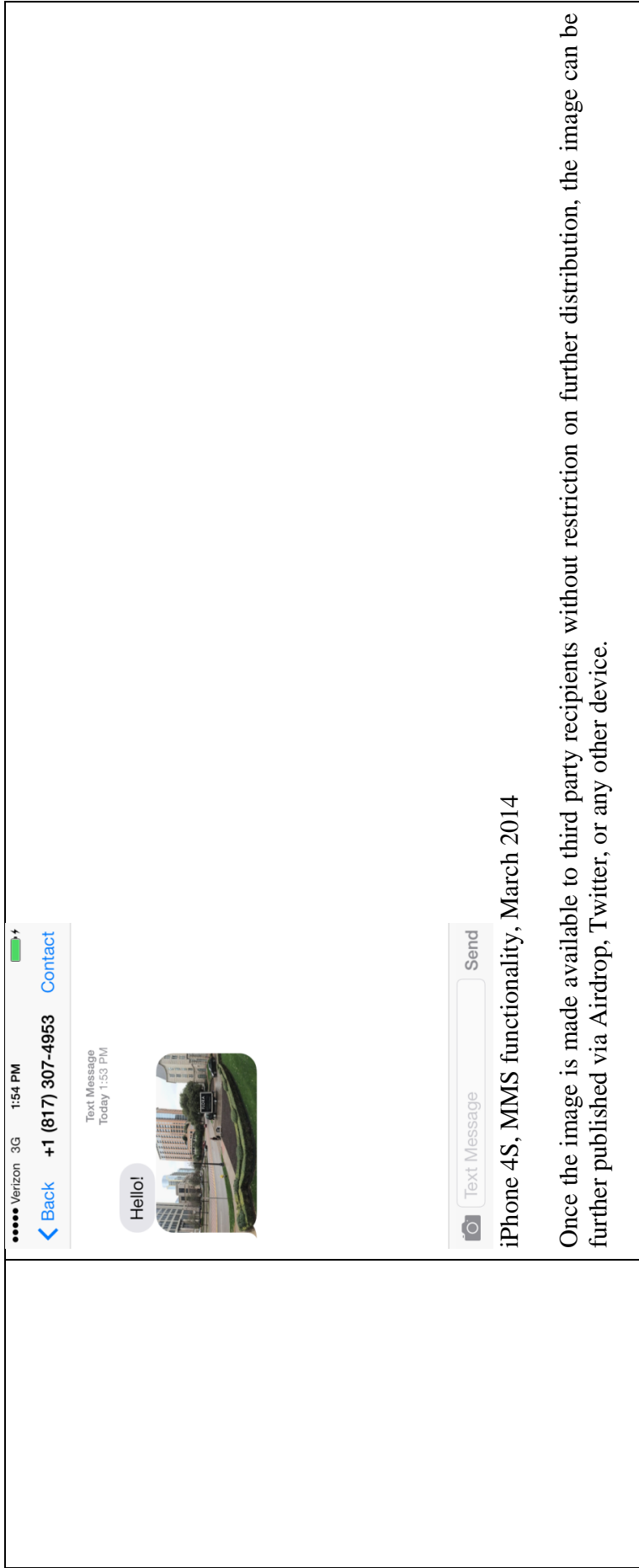
Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



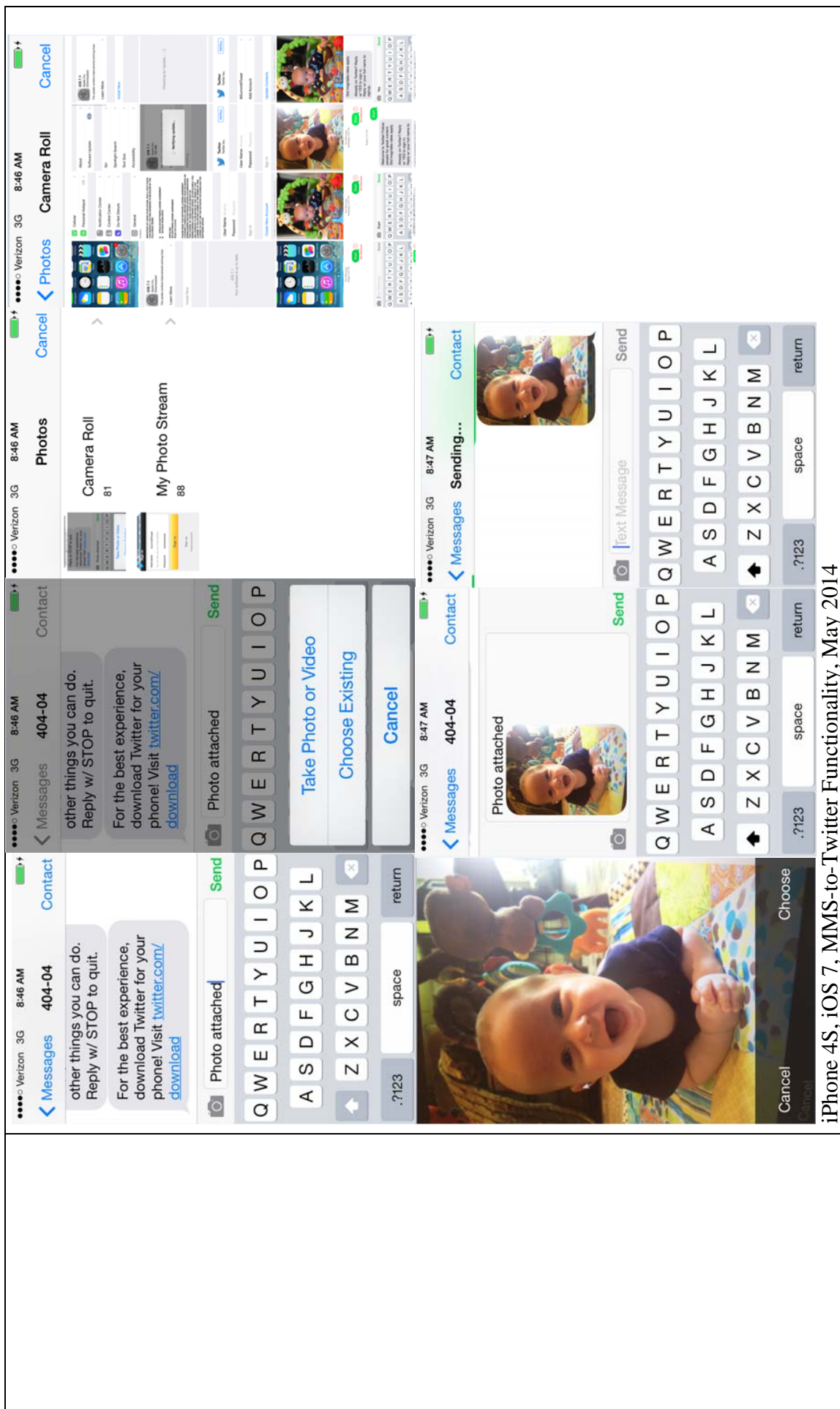
iPhone 5S, MMS functionality, March 2014

After the image has been pre-processed, it is transmitted to a server and subsequently published to another device:

Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



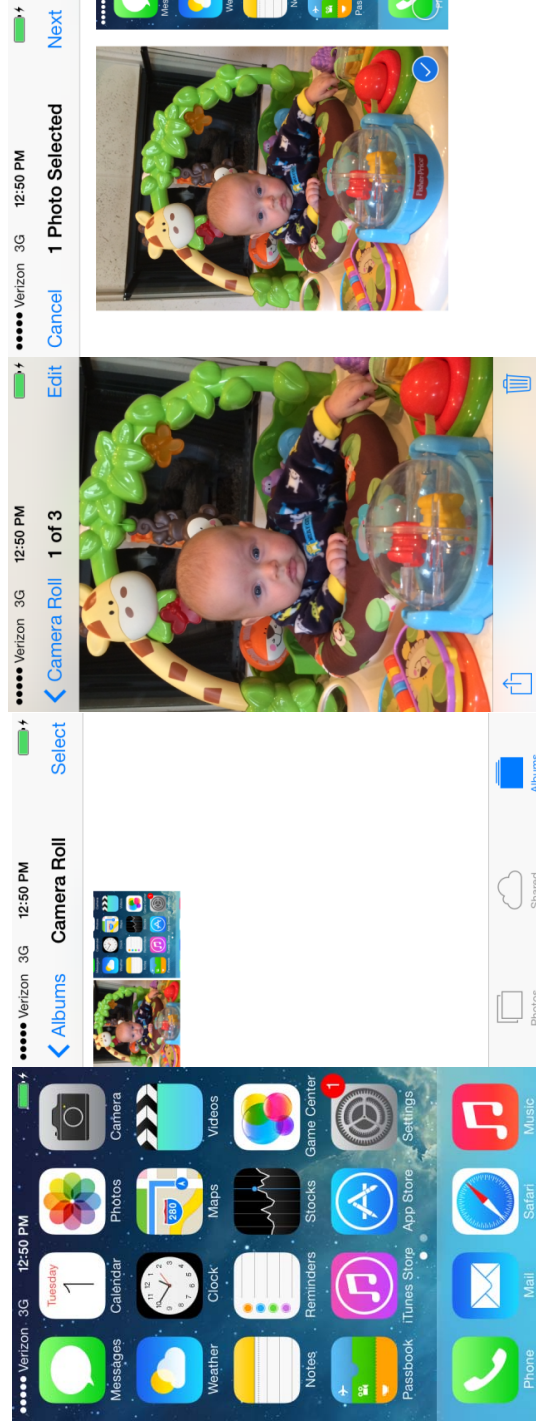
Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



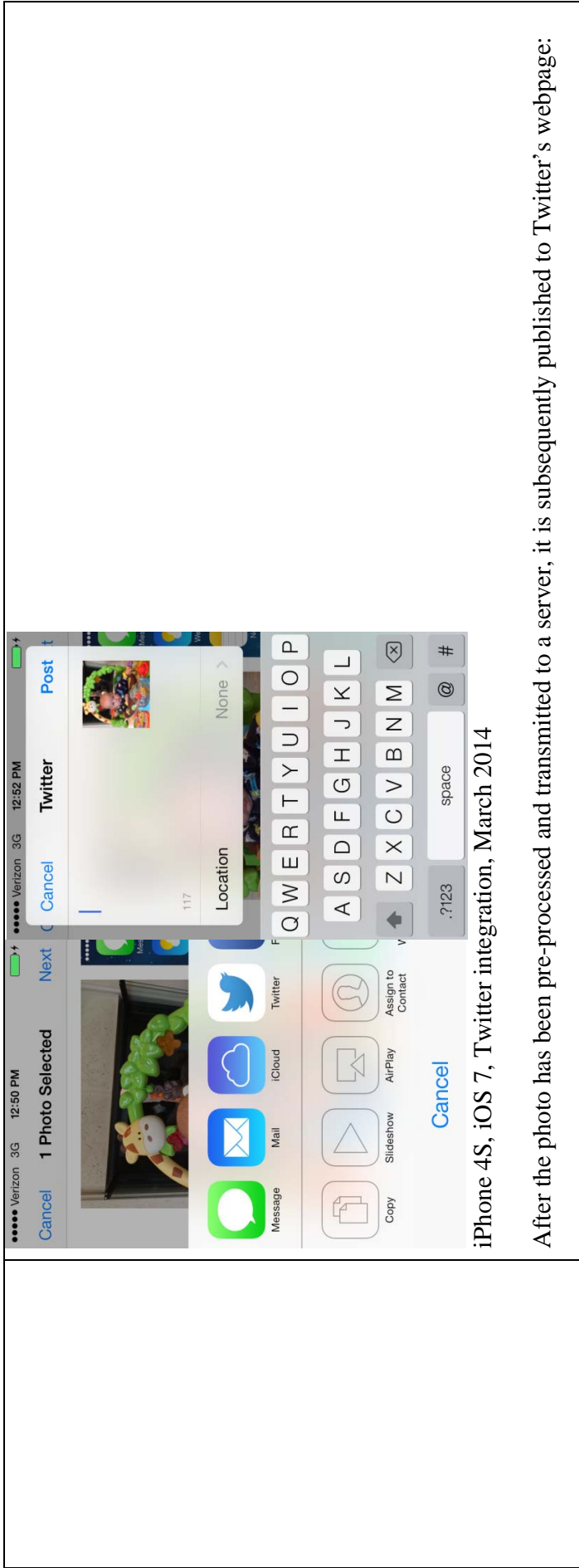
Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.

Twitter Integration

As another example, when using the Twitter integration, the Accused Products transmit pre-processed groups of one or more photos to a server for subsequent publishing to Twitter's website:



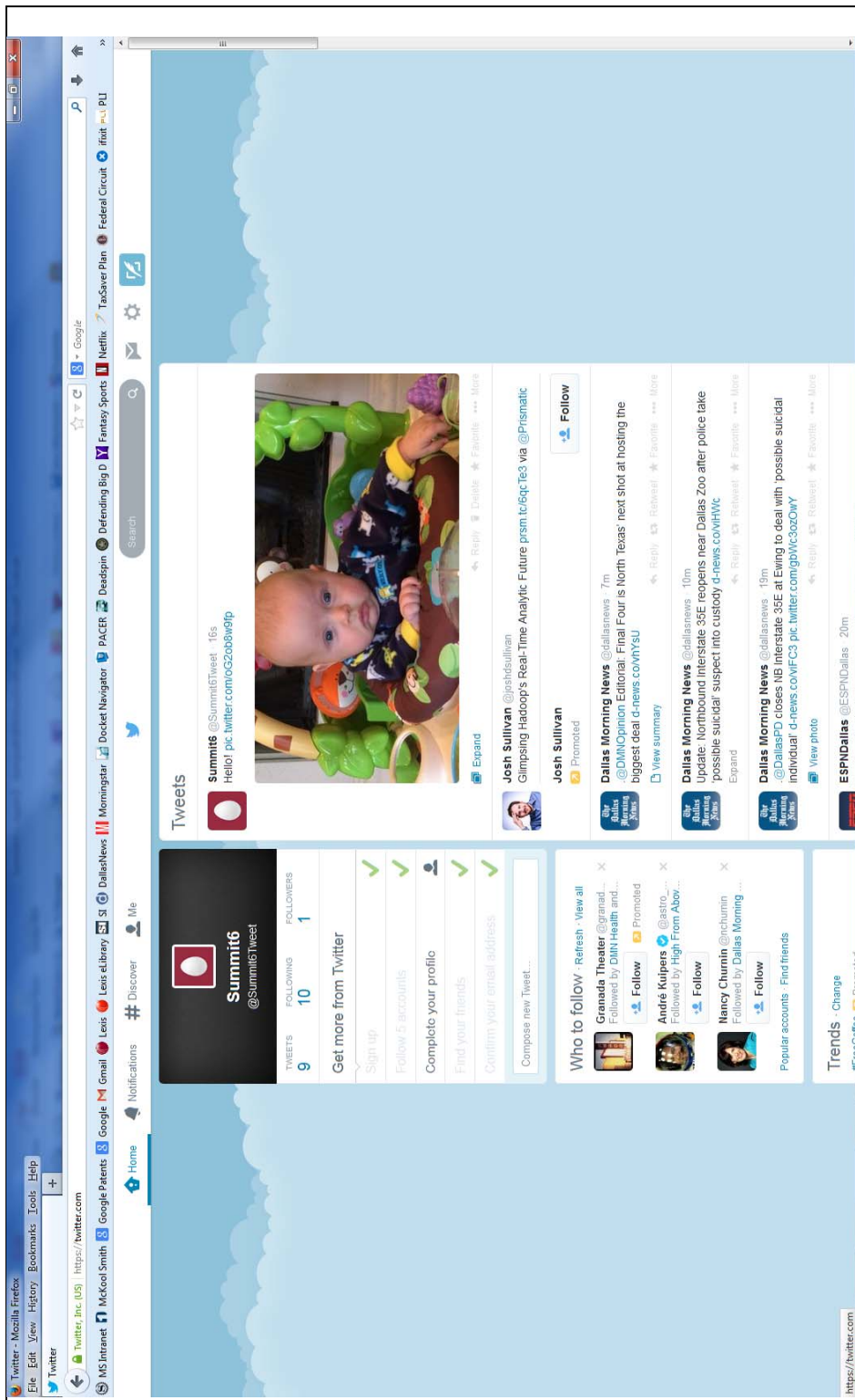
Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



iPhone 4S, iOS 7, Twitter integration, March 2014

After the photo has been pre-processed and transmitted to a server, it is subsequently published to Twitter's webpage:

Summit 6, LLC
Infringement Contentions re: 7,765,482
to Apple Inc.



Twitter Website, March 2014

Exhibit 3

[Developers](#)
[API Health](#)
[Blog](#)
[Discussions](#)
[Documentation](#)

[Home](#) → [Documentation](#) → [API Resources](#)
[Tweet](#)

GET help/configuration

[View](#)
[What links here](#)

Updated on Sat, 2012-08-25 11:05

API version 1

Returns the current configuration used by Twitter including twitter.com slugs which are not usernames, maximum photo resolutions, and t.co URL lengths.

It is recommended applications request this endpoint when they are loaded, but no more than once a day.

Resource URL

<http://api.twitter.com/1/help/configuration.format>

Example Request

GET <https://api.twitter.com/1/help/configuration.json>

```

1. {
2.   "characters_reserved_per_media": 21,
3.   "non_username_paths": [
4.     "about",
5.     "account",
6.     "accounts",
7.     "activity",
8.     "all",
9.     "announcements",
10.    "anywhere",
11.    "api_rules",
12.    "api_terms",
13.    "apirules",
14.    "apps",
15.    "auth",
16.    "badges",
17.    "blog",
18.    "business",
19.    "buttons",
20.    "contacts",
21.    "devices",
22.    "direct_messages",
23.    "download",
24.    "downloads",
25.    "edit_announcements",
26.    "faq",
27.    "favorites",
28.    "find_sources",
29.    "find_users",
30.    "followers",
31.    "following",
32.    "friend_request",
33.    "friendrequest",
34.    "friends",
35.    "goodies",
36.    "help",
37.    "home",
38.    "im_account",
39.    "inbox",
40.    "invitations",
41.    "invite",
42.    "jobs",
43.    "list",
44.    "login",
45.    "logout",
46.    "me",
47.    "mentions",

```

Deprecation notice!

Version 1 of the API is now deprecated. This document may describe an outdated version of the API. Please move to [Version 1.1](#) of the API as soon as possible.

Related open issues

[twitter.com/500](#) and [twitter.com/503](#) are not valid "user" paths but aren't listed in the [non_username_paths](#) section

Resource Information

Rate Limited?	Yes
Requires Authentication?	No
Response Formats	json xml
HTTP Methods	GET
API Version	v1

OAuth tool

Please [Sign in](#) with your Twitter account in order to use the OAuth tool.

Related Documentation

- [Entities in Twitter Objects](#)
- [GET help/test](#)
- [POST statuses/update](#)

Tags

- [t.co](#) (43)

[Developers](#)
[API Health](#)
[Blog](#)
[Discussions](#)
[Documentation](#)

```

48.   "messages",
49.   "oauth",
50.   "newtwitter",
51.   "notifications",
52.   "nudge",
53.   "oauth",
54.   "phoenix_search",
55.   "positions",
56.   "privacy",
57.   "public_timeline",
58.   "related_tweets",
59.   "replies",
60.   "retweeted_of_mine",
61.   "retweets",
62.   "retweets_by_others",
63.   "rules",
64.   "saved_searches",
65.   "search",
66.   "sent",
67.   "settings",
68.   "share",
69.   "signup",
70.   "signin",
71.   "similar_to",
72.   "statistics",
73.   "terms",
74.   "tos",
75.   "translate",
76.   "trends",
77.   "tweetbutton",
78.   "twtr",
79.   "update_discoverability",
80.   "users",
81.   "welcome",
82.   "who_to_follow",
83.   "widgets",
84.   "zendesk_auth",
85.   "media_signup",
86.   "tl_qunit_tests",
87.   "phoenix_qunit_tests"
88. ],
89. "max_media_per_upload": 1,
90. "photo_size_limit": 3145728,
91. "photo_sizes": {
92.   "large": {
93.     "w": 1024,
94.     "resize": "fit",
95.     "h": 2048
96.   },
97.   "medium": {
98.     "w": 600,
99.     "resize": "fit",
100.    "h": 1200
101.  },
102.  "small": {
103.    "w": 340,
104.    "resize": "fit",
105.    "h": 480
106.  },
107.  "thumb": {
108.    "w": 150,
109.    "resize": "crop",
110.    "h": 150
111.  }
112. },
113. "short_url_length": 20,
114. "short_url_length_https": 21
115. }

```

[Developers](#)

[API Health](#)

[Blog](#)

[Discussions](#)

[Documentation](#)

[Sign in](#)

Exhibit 4



[iOS \(/groups/54-mobile-apps#topic_222\)](/groups/54-mobile-apps#topic_222)

[Android \(/groups/54-mobile-apps#topic_223\)](/groups/54-mobile-apps#topic_223)

[Mobile web \(/groups/54-mobile-apps#topic_224\)](/groups/54-mobile-apps#topic_224)

[SMS \(/groups/54-mobile-apps#topic_225\)](/groups/54-mobile-apps#topic_225)

[TweetDeck \(/groups/54-mobile-apps#topic_226\)](/groups/54-mobile-apps#topic_226)

[Vine \(/groups/54-mobile-apps#topic_269\)](/groups/54-mobile-apps#topic_269)

[Other applications \(/groups/54-mobile-apps#topic_227\)](/groups/54-mobile-apps#topic_227)

[← Back to Mobile & Apps \(/groups/54-mobile-apps\)](/groups/54-mobile-apps)

About the Twitter for iOS integration

Twitter's integration with iOS 5 makes it easy to tweet from your iPhone, iPad, or iPod touch. Twitter features are built directly into iOS 5, allowing you to share what you are doing from a number of different apps and locations on your iOS-powered device.

[About the Twitter for iPhone integration with iOS 5 \(/articles/20169494#about\)](/articles/20169494#about)

[How to sign up for an account on iOS 5](#)

[How to remove your account on iOS 5](#)

[How to revoke access to the iOS 5 integration from the web](#)

[Features](#)

About the Twitter for iPhone integration with iOS 5

Sign in once to your Twitter account through settings.

Once logged in, you can immediately tweet from apps like Safari, Photos, Camera, YouTube, Maps, or any app that uses single sign on.

Contacts

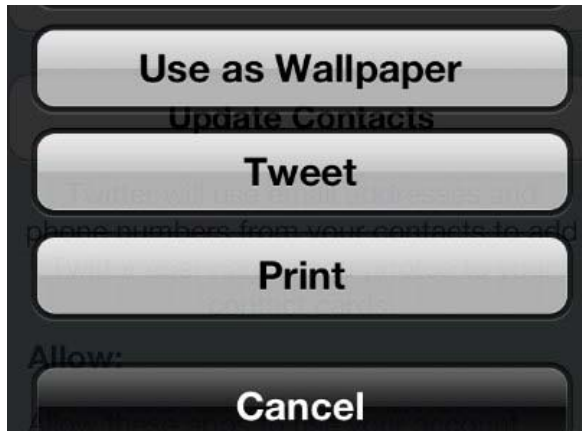
It's never been easier to send a Tweet to a friend. Just find their name in your Contacts list, and select **Tweet**. From here, you can also view their Twitter timeline to read their most recent Tweets. And when you're tweeting from an app, your phone's contacts will autocomplete your friends' Twitter usernames.

Sharing's now simpler

Case 7:14-cv-00014-0 Document 122-1 Filed 07/16/14 Page 89 of 101 PageID 2305
 iOS 5 lets you tweet directly from your apps. To share from an app, tap **Tweet** from the list of options. Then just start typing. Share photos, maps, web pages, and videos. You can also use your iPhone, iPod, or iPad's GPS to share your location in a Tweet.

Discover more with apps

The integration goes beyond tweeting. With Apple and Twitter handling all API requests, apps can now easily get all public Twitter information and instantly personalize your experience within the app. When you add a new app to your phone or iPad, your Twitter identity helps the app know who you are. Discover new interests, see what's happening in the world, read and respond to Tweets, follow new accounts, and share straight from your apps.



How to sign up for a Twitter account using iOS 5:

On your iOS 5-powered device, you will now have a Twitter option in your iPhone, iPod, or iPad's **Settings**. Selecting this option will allow you to do four things:

- Create a new account on Twitter

- Install the official Twitter application

- Sign in with your Twitter credentials to enable the integration across the iOS

- Synchronize Twitter handles with contacts on your phone

Once you have enabled your device to access your Twitter account, you will see a few options in your mobile device's settings:

The **Find Me by Email** option allows people to follow you by searching for your email.

With the **Tweet Location** slider, you can tag your Tweets with geo-location data when you tweet from your iPhone.

How to remove your Twitter account from iOS 5:

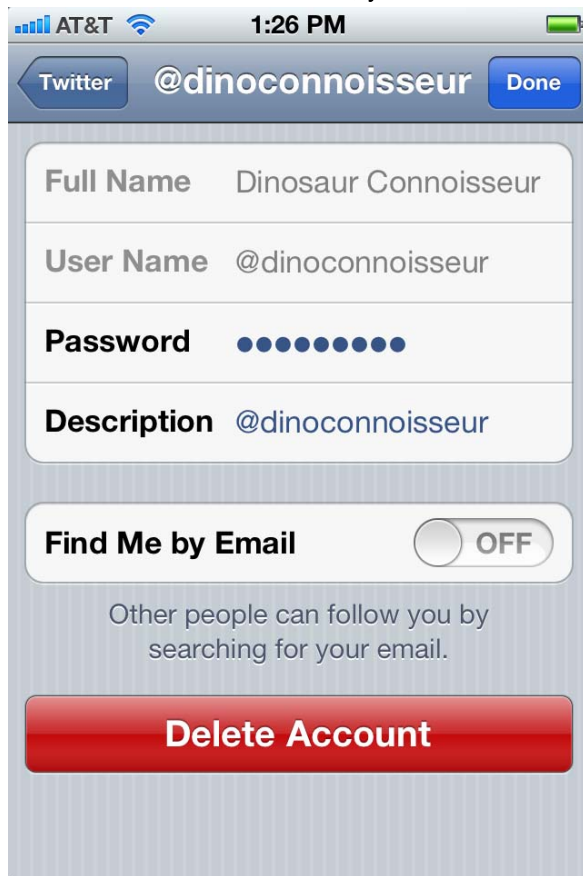
Go to your phone's **System Settings**.

Tap on **Twitter**.

Tap on the account that needs to be removed.

Select **Delete Account**.

Note: This does not delete or deactivate your Twitter account, rather just removes it from your iPhone. To



How to revoke access to the iOS 5 integration from the web:

What do you do if you lose your phone or it gets stolen and you need to revoke your phone's access to your Twitter account? Don't sweat it. You can easily revoke the iOS 5 integration's access to your account from your **Application settings** on the web.

Go to your settings (<https://twitter.com/settings>).

Click on the **Apps** tab.

Locate the **iOS by Apple** application and click **Revoke access**.

Note: Though you will see other specific apps like Twitter for iPhone or Camera for iOS listed in your active connections, you cannot revoke access to these individual apps; **you have to revoke the entire iOS integration**.

Features

By default, Twitter is enabled in Safari, Photos, Camera, YouTube, or Maps — you won't need a separate client if you want to tweet your location, share a photo, video, or a web page.

In each of these applications, hitting the share button will instantly reveal a **Tweet** button, which will load the Tweet editor.

When you are finished editing the Tweet, tap **Send**. You will hear an audible ping letting you know that your message was sent successfully.

Case 7:14-cv-00045 Document 122-1 Filed 07/16/14 Page 91 of 101 PageID 2307
 If you tweet a photo from an iPhone, your photo will be posted on your Twitter page automatically using your own photo sharing service (../articles/20156423) (pic.twitter.com).



Having trouble?

Check out our Twitter for iPhone troubleshooting and known issues (/articles/20169906) article for answers to common problems.

Was this article helpful?

Submitting...

© 2014 Twitter, Inc.()

English ▼

Exhibit 5

iOS: Using Facebook, Twitter, and other social network accounts

Languages **Englis**

Learn more about the built-in support for popular social network services.

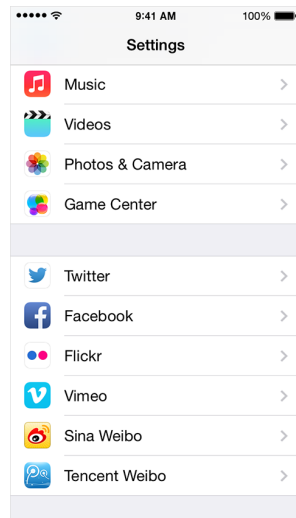
With iOS, you can connect directly to your social network accounts, allowing you to post and share content from nearly anywhere. iOS provides integrated support for:

- Twitter
- Flickr
- Vimeo
- Sina Weibo
- Tencent Weibo

You can also access social networks through Safari and relevant iOS apps.

Add your accounts

You can add your account in Settings:



After adding your account, you can configure additional settings or download the official iOS app for that service.

Available features

Once you've connected to your account in Settings, you can do the following:

	Post and Share	Shared links in Safari	Update Contacts	Sync Calendars	Like Apps and Songs	Notes
Facebook	✓		✓	✓	✓	Requires iOS 6 or later
Twitter	✓	✓	✓			Requires iOS 5 or later
Flickr	✓					Requires iOS 7 or later
Vimeo	✓					Requires iOS 7 or later
Sina Weibo	✓	✓	✓			Requires iOS 6 or later
Tencent Weibo	✓					Requires iOS 7 or later

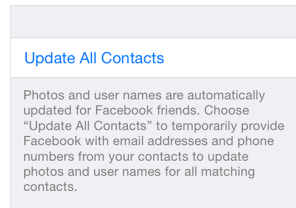
Sina Weibo and Tencent Weibo are available when you enable a Chinese-language keyboard in Settings > General > Keyboards.

Post and share

You can post directly from within Safari, Photos, and other apps by tapping the  icon.

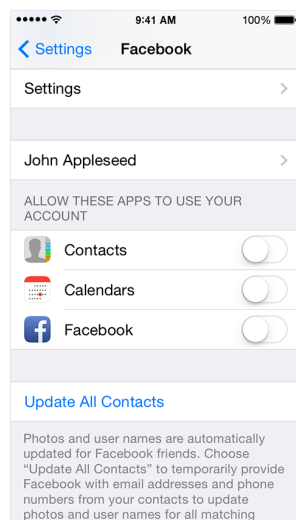
Update contacts

You can update your existing contacts with Facebook, Twitter, and Sina Weibo information and photos, by selecting the account in Settings and tapping Update All Contacts. Contacts are matched using email addresses, and contact cards are updated with user names and photos.



Sync contacts and calendars

iOS can sync your Facebook contacts and calendars with your device. This feature is off by default, but you can enable it in Settings > Facebook after adding your account.



Important: Information about products not manufactured by Apple is provided for information purposes only and does not constitute Apple's recommendation or endorsement. Please **contact the vendor** for additional information.

Last Modified: May 7, 2014

Helpful?

Yes

No

Related

OS X Mavericks: Set up iCloud, Twitter, Facebook, and other Internet accounts
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How will I transfer everything from an android phone to an iPhone 5c?
How will I transfer everything from an android phone to an iPhone 5c? For Twitter just download the iOS Twitter app from the AppStore and sign in to your existing Twitter account . You can also...

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unlock ipad iOS : Device disabled after entering wrong passcode ... I reached out to my PLN on Twitter and had some help from a few people through retweets and a couple of clarification...

I can't access to iCloud,messages, facetime, twitter, and facebook settings
I can't access to iCloud,messages, facetime, twitter, and facebook settings Is there a Restriction set that prevents using those apps or changing accounts :...

Additional Product Support Information



iPhone



iPad



iPod touch

Contact Apple Support

Need more help? Save time by starting your support request online and we'll connect you to an expert.
Get started



Exhibit 6

- A954 -

first. Pl.'s Not. Non-Opposition 1, ECF No. 385.

Defendant Samsung argues the Federal Circuit's holding in *In re EMC* allows the Court considerable discretion to consolidate cases for trial under Rule 42. Def. Samsung's Br. Supp. Resp. 2, ECF No. 413-1. Samsung asserts the trial should not be severed because both defendants assert "the claims of the '482 patent are invalid in light of prior art and are unenforceable in light of Summit 6's inequitable conduct," and these common factual and legal questions warrant proceeding with a single trial under Rule 42(a). *Id.* Samsung also argues for a single trial because there are common third party fact witnesses and a single trial would conserve judicial resources and serve judicial economy. Defendant Facebook argues that requiring it to try the case alongside Samsung would be both highly prejudicial to Defendant Facebook and confusing to the jury. Def. Facebook's Reply 2-3, ECF No. 466. Defendant Facebook further argues "any judicial economy that could come from consolidating these cases for trial would be minimal" given the parties have jointly conducted discovery and other pretrial matters. *Id.*

In *In re EMC*, the Federal Circuit addressed the proper standard to evaluate whether joinder of a defendant is proper under Rule 20. *In re EMC*, 677 F.3d at 1359. It clarified that in patent cases "joinder is not appropriate where different products or processes are involved." *Id.* "Unless there is an actual link between the facts underlying each claim of infringement, independently developed products using differently source parts are not part of the same transaction, even if they are coincidentally identical." *Id.* "[T]he mere fact that infringement of the same claims of the same patent alleged does not support joinder, even though the claims would raise common questions of claim construction and patent invalidity." *Id.* at 1357. However, the Federal Circuit made clear that *In re EMC* is not an absolute bar to joinder, and the Court must assess whether their actions are part

of the “same transaction, occurrence, or series of transactions or occurrences.” *Id.* (using the “transaction or occurrence” test).

While explaining the test for proper joinder in a patent case the Federal Circuit also made clear that “even if joinder is not permitted under Rule 20, the district court has considerable discretion to consolidate cases for discovery and for trial under Rule 42.” *Id.* at 1360. Rule 42 states: “If actions before the court involve a common question of law or fact, the court may: (1) join for hearing or trial any or all matters at issue in the actions; (2) consolidate the actions; or (3) issue any other orders to avoid unnecessary cost or delay.” Fed. R. Civ. P. 42(a). Further, “district courts have the discretion to refuse joinder in the interest of avoiding prejudice and delay, ensuring judicial economy, or safeguarding principles of fundamental fairness.” *In re EMC*, 677 F.3d at 1360 (quoting *Acevedo v. Allsup’s Convenience Stores, Inc.*, 600 F.3d 516, 521 (5th Cir. 2010)). “In a complicated patent litigation a large number of defendants might prove unwieldy, and a district court would be justified in exercising its discretion to deny joinder ‘when different witnesses and documentary proof would be required.’” *Id.* (quoting *Acevedo*, 600 F.3d at 522).

Here, the Court finds that trial with two independent defendants each involving different accused products or processes would be prejudicial and potentially confusing to the jury. Accordingly, it is **ORDERED** that Defendant Facebook’s motion to sever should be and is hereby **GRANTED**. The February 19, 2013 trial setting for Defendant Samsung is cancelled and a new trial date will be set by separate order.

SO ORDERED on this 6th day of February, 2013.


 Reed O'Connor
 UNITED STATES DISTRICT JUDGE

Dated: July 16, 2014

Respectfully submitted,

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SUMMIT 6 LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 16, 2014, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system. Any other counsel of record will be served in accordance with the Federal Rules of Civil Procedure.

s/ Ashley Moore

Ashley Moore

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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION**

SUMMIT 6 LLC,

Plaintiff,

V.

**HTC CORPORATION,
HTC AMERICA, INC.,
LG ELECTRONICS, INC.,
LG ELECTRONICS USA, INC.,
LG ELECTRONICS MOBILECOMM
USA, INC.,
MOTOROLA MOBILITY LLC,
APPLE INC., and
TWITTER, INC.,**

Defendants.

CIVIL ACTION No. 7:14-CV-00014

JURY TRIAL DEMANDED

DEFENDANT APPLE INC.’S REPLY BRIEF
SUPPORTING ITS MOTION TO SEVER

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Summit 6's ("S6") opposition confirms that it has no legitimate basis for joining together a social media company (Twitter), several Android handset and tablet makers (HTC, LG, and Motorola), and an iOS handset and tablet maker (Apple) into a single case. The AIA permits joinder "only if" S6's causes of action arise out of the "same" transaction or occurrence of "the same product or process." S6 has not met, and indeed cannot meet, this test.

S6's argument that "MMS functionality" and "Twitter integration" links the defendants together to permit joinder is misguided on multiple levels. To begin, S6 ignores the AIA legal standard, which focuses on the accused products and processes in view of the asserted patent claims, in favor of a much more lenient and improper test of its own creation. S6 also ignores the many indisputable facts clearly showing that the accused products and processes are not the same. For example, S6 does not dispute that Apple's proprietary iOS operating system was independently developed by Apple and is fundamentally different from the Android operating system. Similarly, S6 cannot dispute that it has asserted the '557 Patent and thirty of its claims against only Twitter, and it cannot dispute that it has asserted fourteen claims against Apple that it has not asserted against any Android defendant. And, S6 does not and cannot dispute that HTC, LG, Motorola, and Apple directly compete in the marketplace and that the iOS-based Apple products are different from the Android-based products.

Applying the correct legal standard to the indisputable facts illustrates that S6's attempted joinder is improper, unfair, unwieldy, and confusing.

I. LEGAL STANDARD

Having no legitimate argument that the Apple iOS products are the "same" as the Android products, S6 relies on the proposition that "two literally different products or processes with an identical component are still the 'same' where that component is relevant in some way to an asserted patent." (Resp. at 4.) But that is not, and indeed cannot be the proper standard.

Taken to its logical conclusion, this S6-created standard would allow, for example, direct competitors Apple and HTC to be joined in a lawsuit involving infringement of a patent claim that recites a “screen” as one of many limitations simply because the Apple and HTC products both have screens. The AIA does not permit such cases to be joined.

Under the correct legal standard, joining of defendants is permissible (but not necessarily appropriate) only when “at least one claim overlaps among all of the defendants,” *Motorola Mobility, Inc. v. Tivo, Inc.*, No. 5:11-CV-53, 2012 U.S. Dist. LEXIS 99804, at *9 (E.D. Tex. July 18, 2012); overlap does **not** occur where “different products or processes are involved.” *In re EMC Corp.*, 677 F.3d 1351, 1359 (Fed. Cir. 2012). Independent defendants may be joined only when there is “substantial evidentiary overlap in the facts giving rise to the cause of action **against each defendant.**” *Id.* at 1358 (emphasis added). And, “[e]ven where the accused products or processes are the same in **all respects relevant to the patent**, claims against independent defendants cannot be joined . . . unless ‘shared, overlapping facts [] give rise to each cause of action, and not just distinct, albeit coincidentally identical facts.’” *Infinity Computer Prods., Inc. v. Brother Int’l Corp.*, 909 F. Supp. 2d 415, 419 (E.D. Pa. 2012) (emphasis added).

The legislative history of the AIA confirms that joinder under § 299 requires more than product similarity. *Motorola Mobility, Inc. v. Apple Inc.*, No. 1:12-CV-20271, 2012 U.S. Dist. LEXIS 106398, at *26-27 (S.D. Fla. Jul. 31, 2012) (allegation of “similar” products insufficient; “the accused HTC and Motorola products are not sufficiently the ‘same.’ . . . HTC and Motorola are competitors in the smartphone industry and produce different smartphones . . . The mere use of the Android platform . . . does not satisfy the joinder standards of the AIA.”).

II. ARGUMENT

A. **Defendants’ Products Are Independently Developed and Different**

S6’s attempt to join together the defendants based on the existence of two purported

“facts”—“MMS functionality” and “Twitter integration,”—that allegedly “link” the defendants, rings hollow. (*E.g.*, Resp. at 1.) Neither of these “facts” establishes that the accused products are “the same,” nor do they constitute a “substantial evidentiary overlap in the facts” that give rise to S6’s claims against each defendant.” *See In re EMC*, 677 F.3d at 1358-59.¹

I. “MMS Functionality” Does Not Permit Joinder

The foundation for S6’s “MMS functionality” argument—that cellular carriers like Verizon may restrict MMS message size—does not show that “MMS functionality” included by Apple in its iOS products is “the same” as “MMS functionality” included by LG, HTC, or Motorola in their Android products. The allegedly-infringing “MMS functionality” is embodied in software, and there is no dispute that the accused Apple products run Apple’s proprietary iOS operating system while the Android products run the indisputably different and independently-created Android operating system. There is also no dispute that only iOS compatible software runs on Apple iOS products and only Android compatible software runs on Android products.

S6’s contention that carrier MMS size limits make the Apple iOS messaging software the same as the Android messaging software with respect to the asserted patents is wrong. Such an argument ignores, for example, that S6 alleges infringement against the Apple iPod, which does not even operate on a cellular connection, and is correspondingly not subject to a wireless carrier limitation. Moreover, the asserted claims mandate a series of specific processing steps, and the existence of cellular carrier MMS size limits cannot establish “sameness.” Claim 1 of the ’482 patent (shown below), contains a number of specific requirements regarding, *e.g.*, the location from which pre-processing parameters must be received, contents of the pre-preprocessing

¹ S6 argues that “sameness” under the AIA is analogous to contempt or subsequent infringement proceedings that employ the “no more than colorably different” or “essentially the same” standards. S6 provides no authority for this proposition; in any event, the Apple iPhone, for example, is clearly more than colorably different from the Motorola Droid Maxx, and the Apple iPhone is also not essentially the same as the Motorola Droid Maxx.

parameters, the type of information pre-processed, how and to what end the pre-processing parameters are applied, and the location to which pre-processed content is transmitted.

What is claimed is:	
1. A computer implemented method of pre-processing digital content in a client device for subsequent electronic publishing, comprising:	
a. receiving pre-processing parameters from a remote device, said pre-processing parameters including a specification of an amount of digital content, said digital content including one or more of image content, video content, and audio content;	c. pre-processing said identified group of one or more items of digital content using said received pre-processing parameters, said received pre-processing parameters controlling said client device in a placement of said identified group of one or more items of digital content into a specified form in preparation for publication to one or more devices that are remote from a server device and said client device; and
b. receiving an identification of a group of one or more items of digital content for transmission, a collective digital content of said group of one or more items of digital content being limited by said received pre-processing parameters;	d. transmitting said pre-processed group of one or more items of digital content to said server device for subsequent publishing to said one or more devices that are remote from said server device and said client device.

Other claims contain additional limitations relating to similar issues, as well as limitations directed to, *e.g.*, account access, information to be retrieved or transmitted, the manner in which parameters are stored, and when certain information is available to client devices. *See, e.g.*, ‘515 Patent at 6:57-59, 7:63-64; ‘482 Patent at 11:26-29, 11:4-6. Thus, “sameness” of the accused products with respect to this claim depends on the implementation of processing steps contained inside the alleged “MMS functionality”—*how* the alleged “MMS functionality” works.

Saying that carrier MMS size limits or “MMS functionality” makes the accused products the “same” is little different than saying infringement of the same patent makes the accused products the same. And, to the extent that carrier MMS size limits are common “facts” across defendants, (Resp. at 7-8.), and show any similarity in “MMS functionality,” it is only with respect to a very small part of a single claim limitation. It is not a shared “aggregate of operative facts” or “substantial evidentiary overlap” sufficient for joinder. *E.g., Norman IP Holdings, LLC v. Lexmark Int’l, Inc.*, No. 6:11-CV-495, 2012 U.S. Dist. LEXIS 112757, at *14 (E.D. Tex. Aug. 10, 2012) (use of similar ARM processor designs by defendants not enough for joinder); *Optimum Power Solutions, LLC v. Apple, Inc.*, No. 11-1509, 2011 U.S. Dist. 106436, at *5, 10-11 (N.D. Cal. Sept. 20, 2011) (joinder impermissible despite allegations that each accused

product contained similar functionality that infringed in “exactly the same fashion”); *Digitech Image Techs., LLC v. Agfaphoto Holding GmbH*, No. 8:12-CV-1153, 2012 U.S. Dist. LEXIS 142034, at *11 (C.D. Cal. Aug. 10, 2012) (“It is insufficient for Digitech to rely on the alleged similarities between the infringing digital cameras to satisfy the “same transaction” requirement for joinder.”) (citing *In re EMC*, 677 F.3d at 1359).²

Further, the accused “MMS functionality” in Apple’s products is indisputably specific to Apple’s iOS operating system and is not related to any MMS functionality included in the Android products. S6 does not allege that Apple’s iOS-specific MMS application and the Android-specific MMS applications are the same. To the contrary, S6 separately alleges that each individual defendant’s “MMS functionality” infringes. (*See, e.g.*, Compl. ¶¶ 23, 35, 47, 59, 71, 83, 95). Furthermore, S6 alleges that Apple infringes fourteen claims that it does not assert against any Android defendant. (*Compare, e.g.*, Compl. ¶¶ 23, 121 with Compl. ¶ 95, 193.) Recognizing that iOS and Android are completely different platforms (Resp. at 5), S6 argues that the differences are “irrelevant” (Resp. at 5 n.5.). But S6’s infringement claims, and its demand for Apple’s proprietary source code (and that of the Android defendants), belie this argument.

S6’s additional argument that joinder is proper because carrier MMS size limits are “a common industry standard” is flawed. First, S6 does not allege that carrier MMS size restrictions are an industry standard. (*See generally*, Compl., Resp.) Indeed, S6 indicates that each carrier can separately and independently specify a different MMS size limit, precisely the

² S6 relies extensively on *SmartFlash LLC v. Apple, Inc.*, No. 6:13-CV-447, ECF No. 122 (E.D. Tex. Apr. 4, 2014) (APPX0004 to Resp.). That reliance is misplaced. First, the “Apple Store Kit” was an identically-sourced component that itself infringed. *SmartFlash*, ECF No. 122, at 5 (“Defendants use Apple’s Store Kit framework to infringe *all elements of several claims*.”) (emphasis added). No such situation exists here. Second, the *SmartFlash* Court’s interpretation of the AIA appears to be in the minority and similar to the one expressed in *MyMail, Ltd. v. America Online, Inc.*, 223 F.R.D. 455 (E.D. Tex. 2004), which was rejected by the codification in the AIA of the majority rule expressed in *Rudd v. Lux Prods. Corp.*, 2011 WL 148052 (N.D. Ill. Jan. 12, 2011). *Motorola*, 2012 U.S. Dist. LEXIS 106398, at *25-26 (citing H.R. Rep. No. 112-98, pt. 1, at 55 n.61).

opposite of an industry standard. Second, S6 does not allege in its complaint that reliance on an industry standard is common among Defendants or that it forms the basis for infringement; nor does S6 even allege that its patents relate to an industry standard. Third, even if carrier MMS size restrictions were considered an industry standard, that would not permit joinder under the AIA, just as common adherence to the Bluetooth standard does not permit joinder. *Body Science LLC v. Boston Scientific Corp.*, 846 F. Supp. 2d 980, 989-90 (N.D. Ill. 2012).

S6 conspicuously fails to acknowledge that its infringement allegations against each defendant include operation of the accused products on non-cellular networks—e.g., Wi-Fi and Apple’s proprietary iMessage platform—that have nothing to do with carrier-limited “MMS functionality.” (See Compl. ¶¶ 29, 41, 53, 65, 77, 89, 95, 101, 114, 127, 139, 151, 163, 175, 187, 193, 199, 212, 225.) Thus, the accused “MMS functionality” is not an “aggregate of operative facts” or “substantial evidentiary overlap in the facts” underlying S6’s infringement claims against all defendants. See *Norman*, 2012 U.S. Dist. LEXIS 112757, at *11; *In re EMC Corp.*, 677 F.3d at 1358.³ As explained, S6’s claims encompass far more than just MMS functionality.

2. “Twitter Integration” Does Not Permit Joinder

Similar to its “MMS functionality” argument, S6’s contention that the existence of functionality natively integrated into the operating systems of the accused products allowing them to access the Twitter service does not make those products the “same.” Indeed, any Twitter functionality natively integrated by Apple into its proprietary iOS platform as S6 contends (e.g., Compl. ¶¶ 95, 107, 193) is necessarily dependent upon and specific to iOS, just as any software applications executing on Apple’s iOS products must use the features, operations, and system

³ S6 alleges in its complaint a separate and distinct claim of infringement against each defendant based on its own products/services. Each claim of infringement against each defendant stands on its own—there is no allegation of concerted action or joint and several liability; the word “joint” never even appears in the complaint.

libraries provided by iOS and conform to the iOS execution constraints. Similarly, any Twitter functionality integrated into the Android operating system is specific to the Android platform and necessarily relies on its features, operations, system libraries, and operating constraints.

That Apple iOS and Android both have native functionality allowing them to access the Twitter service does not make the Apple and Android products the “same” with respect to the asserted patents. Once again, “sameness” with respect to the claims is determined by analyzing *how* the alleged “Twitter integration” works. As the native operating environments of iOS and Android are different, *how* they work is also different, including any functionality that provides access to Twitter. As is true for its “MMS functionality” argument, S6’s request for source code from Apple and the Android defendants (*See, e.g.,* Plaintiff Summit 6 LLC’s First Set of Common Requests for Production to be Separately Answered by Each Defendant at Req. Nos. 7-8, APPX005), and its assertion of different claims against different defendants, illustrates that S6 knows that the iOS and Android software are materially different.⁴

B. The *In re EMC* Factors Weigh Against Joinder

Even if accused products of multiple defendants are found to be the “same” with respect to the asserted patents, a court must consider additional factors that may make joinder of the defendants nonetheless inappropriate. *In re EMC*, 677 F.3d at 1359-60. Because the Apple products are not the “same” as the Android products, joinder is improper and the Court need not reach these factors. Regardless, each factor further illustrates that joinder here is inappropriate.

The first factor, whether the alleged acts of infringement occurred during the same time period, weighs against joinder. S6 has accused over 100 different products and services from

⁴ S6 enumerates a set of “facts” it alleges are common across defendants. (Resp. at 8.) However, these “facts” are based on nothing more than speculation. Further, due to the marked differences between iOS and Android, information about how Twitter functionality is integrated into iOS is necessarily different from how Twitter functionality is integrated into Android; these “facts” simply are not common.

eight different defendants. These products have different release dates, different versions of software, and different life spans in the marketplace. Thus, the period of infringement varies with each individual product based at least on its release date and software version.

The second factor, relationship among defendants, weighs strongly against joinder. Although S6 speculates that a relationship exists between Apple and Twitter, S6 does not allege that any relationship exists between Apple and any of the Android defendants. (Resp. at 6.) Further, S6 admits that Apple and the Android defendants are direct competitors but argues this competition is “irrelevant,” (Resp. at 10). A majority of courts disagree, concluding that direct competitors cannot be joined. *Richmond v. Lumisol Elec., Ltd.*, No. 13-1944, 2014 U.S. Dist. LEXIS 59939, at *30-31 (D.N.J. Apr. 30, 2014) (“[D]irect competitors may not be joined in a patent infringement action pursuant to § 299 Logically, competitors, absent a conspiracy, are not part of the same transaction.”); *Oasis Research, LLC v. Carbonite, Inc.*, No. 4:10-CV-435, 2012 U.S. Dist. LEXIS 115718, at *18 (E.D. Tex. Aug. 15, 2012) (joinder improper because, *inter alia*, “Defendants are competitors of each other” and “Defendants worked independently to create their accused products”); *MGT Gaming, Inc. v. WMS Gaming, Inc.*, 978 F. Supp. 2d 647, 659 (S.D. Miss. 2013) (“While MGT argues that they have sued WMS and Aruze jointly, it does not allege that they sell the same products or processes. . . . WMS and Aruze’s status as direct competitors also indicates that joinder would be inappropriate.”).

The third factor, whether defendants use identically-sourced components, weighs against joinder. S6 can point to no identically-sourced components. Differing carrier MMS size limits are not a “component” that is part of any of the accused products S6 does not contend otherwise. (Resp. at 6-7.) Further, any Twitter functionality natively incorporated into the accused products is necessarily different between the Apple iOS products and the Android products. Any such

“integration” is platform specific and not an identically-sourced component.

The fourth factor is whether licensing or technology agreements exist between Defendants. Once again, S6 focuses exclusively on its “belief” that agreements exist between Twitter and Apple, implicitly conceding that no agreements exist between Apple and the Android defendants. Thus, even if S6 is correct in its belief, there are no agreements between Apple and the Android defendants, weighing against their joinder.

The fifth factor, whether there is an overlap of the accused products’ development and manufacture, weighs strongly against joinder. S6 does not allege that Apple’s products are jointly developed or manufactured with the Android products.⁵ Instead, S6 speculates about Apple-Twitter collaboration. The evidence S6 cites shows neither collaboration nor joint development; it shows only that iOS includes Twitter functionality. (*E.g.*, Resp. at 7.) Regardless, S6 fails to show any overlap between the development and manufacture of the Apple products and the Android products, thus weighing against joinder.

The sixth factor also weighs against joinder as S6 does not seek lost profits.

C. The Claims Against Apple Should be Severed For Prudential Reasons

S6 attempts to join disparate defendants who independently develop hundreds of different products that directly compete in the market. S6 alleges infringement of more than 100 claims from three patents, with certain claims asserted only against certain defendants. (*See generally* Compl.) S6’s infringement contentions against Apple alone span almost 1600 pages. (Resp. at 1.) Each defendant will have a large number of different technical documents, source code, witnesses, and other sources of proof. Keeping Apple, Twitter, and the Android defendants in

⁵ S6 argues (Resp. at 6) that it has alleged joint or concerted action by the defendants, but its complaint contains only distinct and independent allegations of infringement against each defendant that stand alone. (*See generally* Compl.) The complaint nowhere even contains the word “joint” or alleges joint or divided infringement.

the same lawsuit will not only be unwieldy, but also confusing for a jury and prejudicial to Apple's effective defense. These prudential reasons weigh against joinder and, for these same reasons, courts granting severance have also refused to consolidate under Rule 42. *See Body Science*, 846 F. Supp. 2d at 990-91 (“[C]onsolidation will not promote judicial economy or efficiency. Defendants are entirely different companies that are accused of infringing the patents-in-suit with over seventy-six Accused Products. . . . There will undoubtedly be different documents, technical drawings, and witnesses solicited from each Defendant.”).

S6 wrongly contends that judicial economy would be hampered by transfer. That is only potentially true if the Court does not grant Defendants' pending motion to transfer. And, although this Court has some experience with two of the asserted patents in the *Samsung* matter, this case is vastly different, involving an additional patent and numerous additional asserted claims, products, defenses, and counterclaims. S6 significantly overestimates the overlap between this case and *Samsung*, and the *Imperium* case upon which S6 principally relies was decided prior to enactment of the AIA. Further, because *Samsung* is on appeal, affirmed rulings by the Court relating to this case can be applied by whichever court hears S6's claims.

Further, this Court's severance in *Samsung* illustrates why it should occur here. As S6 points out, *Samsung* involved only two defendants and one infringement claim between them. (Resp. at 11.) In contrast, this case involves hundreds of products and hundreds of patent claims, some of which are asserted against only certain defendants. Jury confusion, practical unwieldiness, and the potential for prejudice are much more likely here than in *Samsung*.

III. CONCLUSION

For the foregoing reasons, the claims against Apple should be severed into a separate case. And, for the reasons discussed in Defendants' pending motion to transfer, the case (and any severed action against Apple) should be transferred to the Northern District of California.

Dated: July 30, 2014

Respectfully submitted,

JONES DAY

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule 5.1(d) this 30th day of July, 2014.

/s/ Hilda C. Galvan

Hilda C. Galvan

IRI-65082v6

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Dated: July 30, 2014

Respectfully submitted,

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/s/ Hilda C. Galvan

Hilda C. Galvan

DLI-6489452

- A977 -

4. Exhibit A, attached hereto, contains excerpted pages from Plaintiff Summit 6 LLC's First Set of Common Requests for Production to be Separately Answered by Each Defendant, which was served by Summit 6 on July 23, 2014.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: July 30, 2014



Lon Outland

DLI-6489517

EXHIBIT A

JURY TRIAL DEMANDED

Rimfire, Prepare & Post), the previous Summit 6 litigation (*Summit 6 LLC v. RIM et al.*, 3:11-cv-367-O), or otherwise concerning this litigation.

REQUEST NO. 6:

All documents including, without limitation, communications with customers, prospective customers, or other users, concerning the structure, function, operation, and performance of each of Your Accused Products and Accused Functionalities and all components and features thereof.

REQUEST NO. 7:

All documents concerning the conception, research, design, development, and commercialization of each of Your Accused Products and Accused Functionalities, including, without limitation, specifications, design drawings, schematics, flow diagrams, process diagrams, software flow charts, source code, pseudo code, and instructions.

REQUEST NO. 8:

All documents concerning change over time of each of Your Accused Products and Accused Functionalities, including, without limitation, revision history, specifications, design drawings, schematics, flow diagrams, process diagrams, software flow charts, source code, pseudo code, instructions, and other documents showing all differences between each version (or revision) of Your Accused Products and Accused Functionalities.

REQUEST NO. 9:

All documents concerning the evaluation, testing, or experimentation of each of Your Accused Products and Accused Functionalities, and all components and features thereof, whether performed by Your or by a third party, including (but not limited to) methods, guidelines, and models for such testing or analysis.

Dated: July 23, 2014

Respectfully submitted,

MCKOOL SMITH, P.C.

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**ATTORNEYS FOR PLAINTIFF
SUMMIT 6 LLC**

CERTIFICATE OF SERVICE

UNITED STATES COURT OF APPEALS
FOR THE FEDERAL CIRCUIT

Misc. No. _____

IN RE TWITTER, INC., APPLE INC., MOTOROLA
MOBILITY LLC, HTC CORPORATION, HTC AMERICA, INC.,
LG ELECTRONICS, INC., LG ELECTRONICS USA, INC.,
and LG ELECTRONICS MOBILECOMM USA, INC.,

I, John C. Kruesi, Jr., being duly sworn according to law and being over the age of 18, upon my oath depose and say that:

Counsel Press was retained by Keker & Van Nest LLP, attorneys for Petitioner Twitter, Inc., to print this document. I am an employee of Counsel Press.

On the **22nd Day of October, 2014**, I served the within **Appendix in Support of Petition for Writ of Mandamus** upon:

Mike McKool (*via FedEx*)
Ashley N. Moore
Mitchell R. Sibley
Phillip M. Aurentz
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Attorneys for Summit 6 LLC

via E-mail and also via Overnight Delivery to the lead counsel indicated above.


Additionally, a copy will be sent to this U.S. District Judge:

Hon. Reed O'Connor
United States District Court Judge
United States District Court for the
Northern District of Texas
501 W. 10th Street
Room 201
Fort Worth, Texas 76102-3673
Telephone: (817) 850-6788

via Express Mail, by causing a true copy of each to be deposited, enclosed in a properly addressed wrapper, in an official depository of the U.S. Postal Service.

Unless otherwise noted, 4 copies and a pdf copy on disk, along with the required filing fee, have been hand-delivered to the Court on the same date as above.

October 22, 2014



John C. Kruesi, Jr.
Counsel Press